

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
)	
)	Case No. 19-11563 (KBO)
EMERGE ENERGY SERVICES, LP,)	
)	
Reorganized Debtor. ¹)	
)	
)	Obj. Deadline: September 10, 2020 at 4:00 p.m. (ET)
)	Hearing Date: October 8, 2020 at 10:00 a.m. (ET)

REORGANIZED DEBTORS' FIRST (SUBSTANTIVE) OMNIBUS
OBJECTION TO, OR MOTION TO RECLASSIFY, PURPORTED
SECURED CLAIMS

The reorganized debtors in the above-captioned cases, which include the above-captioned reorganized debtor and its prior reorganized debtor affiliates (the “**Debtors**” for periods prior to their emergence from Chapter 11, and the “**Reorganized Debtors**” for periods post-emergence from Chapter 11), by and through their undersigned counsel hereby submit this omnibus substantive objection to or motion to reclassify (the “**Objection**”) the following proofs of claim, identified in further detail on Exhibits A and B:

- The proof of claim of 3B Dozer Service, LLC (“**Dozer**”) [Claim No. 240], filed on September 5, 2019;
- The proof of claim of TMT Solutions Inc. (“**TMT**”) [Claim No. 248], filed on September 6, 2019;
- The proof of claim of Pownall Services LLC (“**Pownall**”) [Claim No. 251], filed on September 5, 2019;
- The proof of claim of RB Scott Company, Inc. (“**Scott**”) [Claim No. 252], filed on September 6, 2019;
- The proof of claim of H&K Electric, Inc. (“**H&K**”) [Claim No. 254], filed on September 6, 2019;
- The proof of claim of B and B Electric Inc. (“**B&B**”) [Claim No. 258], filed on September 6, 2019;

¹ The Reorganized Debtor in this case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Emerge Energy Services LP (2937). The Reorganized Debtor’s address is 6500 West Freeway, Suite 800, Fort Worth, Texas 76116.



- The proof of claim of Cooper Engineering Company, Inc. (“Cooper”) [Claim No. 285], filed on September 9, 2019;
- The proof of claim of EnDeCo Engineers, Inc. (“EnDeCo”) [Claim No. 287], filed on September 9, 2019;
- The proof of claim of A-1 Excavating, Inc. (“A-1”) [Claim No. 291] (the “A-1 Claim”), filed on September 9, 2019;
- The proof of claim of Midwest Frac and Sands LLC (“Midwest Frac”) [Claim No. 293], filed on September 9, 2019;
- The proof of claim of Market and Johnson, Inc. (“M&J”) [Claim No. 298], filed on September 9, 2019;
- The proof of claim of Stout Excavating Group LLC (“Stout”) [Claim No. 346], filed on September 9, 2019;
- The proof of claim of Engineered Software Products, Inc. (“ESP”) [Claim No. 348], filed on September 9, 2019;
- The proof of claim of Anchor Technical Services, LLC (“Anchor”) [Claim No. 367], filed on September 9, 2019; and
- The proof of claim of Texas Crane Services (“Texas Crane”) [Claim No. 429], filed on September 25, 2019.

The Reorganized Debtors represent that this Objection complies with Rule 3007-1 of the Local Bankruptcy Rules for the District of Delaware. A Declaration of Scott Waughtal, President and Chief Operating Officer of Superior Silica Sands LLC (the “Waughtal Decl.”), in support of the Objection is attached hereto as Exhibit C. In support of this Objection, the Reorganized Debtors respectfully state as follows:

NOTICE TO CLAIMANTS

ATTENTION CLAIMANTS: Please be aware that if you filed a proof of claim against the Reorganized Debtors that is identified on any of the Exhibits attached to this Objection, the Reorganized Debtors have objected to that claim through this Objection. If you have filed more than one proof of claim against the Reorganized Debtors, each such claim may be objected to on the same or different Exhibits to this Objection. This Objection thus directly affects your rights, and your claim may be reclassified, reduced, modified, disallowed, expunged, or eliminated by the relief sought by the Debtors in this Objection. Please carefully review the accompanying Notice for important information regarding the date of

the Objection hearing as well as the deadlines and procedures for filing a response to this Objection. If you or your attorney do not respond to this Objection by the deadline set forth in that Notice, the Court may decide that you do not oppose the Objection. Responses must be filed with the Court and served on the Debtors' undersigned counsel. If you have questions about why your claim is identified on any of the exhibits below, please contact the Debtors' counsel at Richards, Layton & Finger, P.A., Attn: Zachary I. Shapiro, Esq. (shapiro@rlf.com) and Russell C. Silberglied, Esq. (silberglied@rlf.com); and Latham & Watkins LLP, Attn: George A. Davis, Esq. (george.davis@lw.com) and Keith A. Simon, Esq. (keith.simon@lw.com).

PRELIMINARY STATEMENT

1. The Debtors, whose business is the mining, processing, and distribution of silica sand proppant, which is primarily used for the hydraulic fracturing (“fracking”) of oil and gas wells, filed for bankruptcy in July 2019 due to a multitude of factors that caused revenue, cash flow, and liquidity challenges, including a softening of the market for frac sand, a decline in demand for northern white sand, increased production from in-basin frac sand competitors, and entry into a significant number of uneconomical railcar lease agreements. The Debtors’ business had previously included plants in Wisconsin (the “**Wisconsin Plants**”), San Antonio, TX (the “**San Antonio Plant**”), Kosse, TX (the “**Kosse Plant**”), as well as a site in Kingfisher, OK (the “**Kingfisher Site**”) that the Debtors originally intended to develop into a 1.5 million-ton facility.

2. The claimants filing the proofs of claim to which the Debtors object (to the extent such claims are purported to be secured) (collectively, the “**Lien Claimants**”) have all contracted with the Debtors in connection with the Debtors’ operations at the Wisconsin Plants, San Antonio Plant, Kosse Plant, or Kingfisher Site. The Lien Claimants’ asserted secured liens total in excess of \$21 million, with approximately \$10 million of such claims allegedly secured by property at the

San Antonio Plant, \$8 million allegedly secured by property at the Kingfisher Site, \$2 million allegedly secured by property at the Wisconsin Plants, and \$1 million allegedly secured by property at the Kosse Plant.

3. Even assuming the liens are otherwise valid and properly filed or perfected, they generally have no value. The vast majority of the allegedly lien property, including the San Antonio Plant, Kosse Plant, and Wisconsin Plants—was encumbered by senior liens securing prepetition funded indebtedness that was substantially impaired in the Debtors’ restructuring. As a result, there was no residual collateral value to support any junior liens on such property. To the limited extent the Lien Claimants assert claims secured by liens on any property that is not part of the Prepetition Collateral (as defined below), those claims are entirely unsecured due to the de minimis value of any such unencumbered property.

JURISDICTION

4. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

A. Senior Secured Liens

5. Prior to January 5, 2018, Debtor Emerge Energy Services LP (the “**Partnership**”) was guarantor, and Debtors Superior Silica Sands LLC (“**SSS**”) and Emerge Energy Services Operating LLC (“**OpCo**”) were borrowers (collectively with the Partnership, the “**Debtor Loan Parties**”), under both (a) a first lien revolving credit facility dated as of June 27, 2014 (the “**First Lien Facility**”), which amended and restated a May 14, 2013 Revolving Credit and Security

Agreement, and (b) a second lien credit and security agreement dated as of April 12, 2017 (the **“Prior Second Lien Facility”**).

6. The First Lien Facility and the Prior Second Lien Facility were secured by valid and perfected first and second priority security interests, respectively, in and on substantially all of the assets of the Debtors. Specifically, on July 1, 2014, July 3, 2014, September 23, 2014, December 21, 2015, February 22, 2016, and June 30, 2017, first priority mortgages were recorded on the Debtor Loan Parties’ owned real property and fixtures, *see* Waughtal Decl. Ex. A (first lien mortgages), and on November 21, 2017 the Debtor Loan Parties filed amendments to continue UCC-1 financing statements that had first been recorded on May 14, 2013 (in connection with the Revolving Credit and Security Agreement executed the same day) on all assets of the Debtor Loan Parties. These UCC-1 financing statements were timely continued, and ultimately assigned, on March 20, 2019, to HPS Investment Partners LLC (**“HPS”**), as successor to agent and collateral agent under the First Lien Facility. These filings (collectively, the **“First Liens”**) covered substantially all assets of the Debtors, including the real property, fixtures, and personalty composing the Wisconsin Plants, Kosse Plant, and San Antonio Plant.

7. Similarly, on April 17, 2017, April 21, 2017, and June 30, 2017, second priority mortgages were recorded on the Debtor Loan Parties’ owned real property and fixtures, *see* Waughtal Decl. Ex. C (second lien mortgages), and on April 12 and 21, 2017, the Debtor Loan Parties filed UCC financing statements on all assets of the Debtor Loan Parties, *see* Waughtal Decl. Ex. D (second lien UCC filings), which filings (collectively, the **“Second Liens”** and together with the First Liens, the **“Prepetition Liens”**) also covered substantially all assets of the Debtors, including the real property, fixtures, and personalty composing the Wisconsin Plants, Kosse Plant, and San Antonio Plant.

8. On January 5, 2018, the Partnership (a) amended and restated the First Lien Facility with a \$75 million facility, as amended, and (b) refinanced the Prior Second Lien Facility in full with the proceeds of a new \$215 million second lien note purchase agreement (the “**Second Lien NPA**” and the notes issued thereunder the “**Second Lien Notes**” and together with the First Lien Facility, the “**Prepetition Funded Debt**”) among the Partnership as guarantor, OpCo, and SSS, along with certain of their subsidiaries, as issuers, the noteholders party thereto, and HPS as notes agent and collateral agent. The First Lien Facility remained secured by the existing First Liens. The Second Lien NPA became secured by the existing Second Liens, which were expressly assigned, rather than novated, and explicitly continued from their dates of origination. *See* Waughtal Decl. Exs. D (reflecting amendments to UCC-1s on January 5, 2018), E (second lien mortgage amendments and assignments).

9. At the time of the filings of the First and Second Liens, the Debtors did not yet own the Kingfisher Site. Consequently, there are no mortgages on the Kingfisher real property to secure the Prepetition Funded Debt. As a result, the assets subject to the First and Second Liens (the “**Prepetition Collateral**”) included substantially all assets of the Debtors other than the owned real property at the Kingfisher Site.

B. Senior Secured Recoveries under the Debtors’ Plan of Reorganization

10. On July 15, 2019 the (“**Petition Date**”), the Debtors commenced their chapter 11 cases (the “**Cases**”). As of the Petition Date, the outstanding principal on the Prepetition Funded Debt was in excess of \$289 million dollars. *See Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Certain Protections to Prepetition Secured Parties, (III) Scheduling a Final Hearing, and (IV) Granting Related Relief* ¶ 6(a) (Dkt. 209 at 6). To finance the Cases, the Debtors sought and received approval of a \$35 million senior secured debtor-in-possession credit facility (the “**DIP Facility**”). The DIP Facility

was secured by, among other things, priming liens on all of the Prepetition Collateral. Due to certain payments and accruals authorized during the Cases, the total value of the DIP Facility and Prepetition Funded Debt for purposes of the Debtors' joint chapter 11 plan of reorganization, confirmed by the Court on December 18, 2019 (the "**Plan**"), was \$317 million. *Opinion re: Second Amended Joint Plan of Reorganization* (Dkt. 671) ("**Confirmation Opinion**") at 6.

11. While the Debtors and certain parties disputed the total enterprise value, or TEV, of the Reorganized Debtors, the Court concluded that the Debtors' expert's valuation of \$180–\$220 million was reasonable and should not be disturbed. *Id.* at 11.² As a result, the value of all assets of the Debtors was sufficient to repay in full the DIP Facility and the First Lien Facility, but provided a recovery of approximately 38%–55% to the Second Lien Notes. *Disclosure Statement for First Amended Joint Plan of Reorganization* at vii (Dkt. 363 at 16).

C. Lien Claimants' Claims

San Antonio Claims

12. In April 2017, the Debtors acquired a site in San Antonio, Texas, which had operated as a small sand mine for decades, and planned to undertake a large capital expenditure project to develop this site into a large, premier in-basin frac sand facility. The ramp-up of the San Antonio Plant, however, faced delays and complications, and production failed to reach nameplate capacity. Furthermore, a June 21, 2019 breach of a levee surrounding the San Antonio Plant's mud retention pond resulted in a mine flood, leading to the San Antonio Plant's mining and wet plant operations being shuttered for months due to a stop-work order from the U.S. Mining Safety and Health Administration.

² The Court further concluded that even if the Court instead credited various valuation assertions of the objecting parties, "the Debtors' TEV could never surpass the debt hurdle" necessary to provide a recovery to any class junior to the class of Second Lien Noteholders. *Confirmation Opinion* at 11.

13. The Lien Claimants have asserted secured statutory liens on the Debtors' property in San Antonio for the following amounts for work performed at the San Antonio Plant:

- \$4,850,087.00 asserted by M&J³ for purportedly unpaid general contracting and other construction services purportedly beginning in 2018 and, on information and belief, no earlier than January 8, 2018 (the first contract date);
- \$3,274,933.93 asserted by Stout for purportedly unpaid excavating/mining activities beginning with a purportedly unpaid November 30, 2018 invoice;
- \$1,197,432.12 asserted by TMT for purportedly unpaid services in connection with the construction of the San Antonio Plant—including programming and software, lighting panels, lane expansion packages, and additional motors and loadouts—beginning with a purportedly unpaid November 9, 2018 invoice;
- \$793,000.21⁴ asserted by B&B for purportedly unpaid electrical contracting and maintenance purportedly beginning in May 2018;
- \$108,539.06 asserted by ESP for purportedly unpaid services providing and installing equipment and materials purportedly beginning in February 2019;
- \$43,722.50 asserted by Cooper for purportedly unpaid subcontracting work beginning with a purportedly unpaid November 14, 2017 invoice;
- \$191,864.37 asserted by H&K for purportedly unpaid contracting work purportedly beginning on November 5, 2018;
- \$15,571.76 asserted by Anchor for purportedly unpaid construction work beginning with a purportedly unpaid July 16, 2019 invoice; and
- \$25,708.86 asserted by Texas Crane for purportedly unpaid construction work.

Kosse Claims

14. The Debtors' Kosse Plant combines a 1.6 million-ton wet plant with a nameplate 600,000-ton dry plant. The Lien Claimants have asserted secured statutory liens on the Debtors' property in Kosse for the following amounts for work performed at the Kosse Plant:

- \$223,493.56 asserted by ESP for purportedly unpaid services providing and installing equipment and materials purportedly beginning in February 2019;
- \$432,747.33 asserted by Dozer for purportedly unpaid equipment rentals and delivery services purportedly beginning no earlier than February 11, 2019; and
- \$380,054.73 asserted by Pownall for purportedly unpaid design, construction, and maintenance services purportedly beginning in September 2018.

³ In addition to the \$4,850,087.00 specifically identified in the lien affidavit, M&J has asserted in its adversary proceeding against the Debtors that it is owed an additional \$3,952,072.22 for work on the Bexar County facility which had not been previously billed. *See Market & Johnson Inc. v. Superior Silica Sands LLC and HPS Inv. Partners, LLC*, Adv. Case No. 19-50728, ECF No. 1.

⁴ This amount reflects work done at both the San Antonio Plant and the Wisconsin Plants.

Kingfisher Claims

15. In May 2018, as a further move toward an in-basin model, the Debtors obtained a mine site in Kingfisher, Oklahoma, and began construction of a nameplate 1.5 million-ton sand facility. However, after experiencing various challenges to their business, Debtors discontinued work on the Kingfisher Site in January 2019, before a functioning wet or dry plant was ever constructed. The Lien Claimants and Debtors dispute the market value of the Kingfisher Site, whose valuation remains a point of contention in adversary proceedings and other contested matters⁵ brought by certain Lien Claimants with claims related to the Kingfisher Site. However, Debtors assert that this site—which is not currently a functional wet or dry plant, and which would require millions of dollars of investment to become a going concern—has no (or negative) value in the market, and sharply limited value to the Reorganized Debtors. The site comprises (a) 40 acres of owned land, on which all work by any Lien Claimants was performed (the “**Kingfisher Tract**”), and (b) approximately 540 adjacent acres of leased land, appropriate for mining. There are no mortgages on the Kingfisher Tract, and it is thus not part of the Prepetition Collateral; however, there are perfected security interests in the fixtures and personalty on the Kingfisher Tract as a result of valid and current UCC filings on all assets of the site’s owner, Reorganized Debtor Superior Silica Sands LLC.

16. The Lien Claimants have asserted secured statutory liens in the following amounts for work performed at the Kingfisher Site:

- \$3,957,088.00 asserted by M&J for purportedly unpaid general contracting and other construction services purportedly beginning on or about May 1, 2018;

⁵ See *Pownall Services, LLC v. Superior Silica Sands LLC et al.*, Adv. Pro. No. 19-50295; *Market & Johnson, Inc. v. Superior Silica Sands LLC, et al.*, Adv. Pro. No. 19-50728; See also *Pownall Services, LLC’s Objection to Debtors’ First Amended Joint Plan of Reorganization* (Dkt. 466); *Joinder and Objection of RB Scott Co., Inc. to Confirmation of First Amended Joint Plan of Reorganization* (Dkt. 468); *Objection of Market and Johnson, Inc.; Stout Excavating Grp. LLC; and A-1 Excavating Inc. to Debtors’ First Amended Joint Plan of Reorganization* (Dkt. 477).

- \$1,017,778.20 asserted by TMT for purportedly unpaid services in connection with the construction of the Kingfisher Site—including programming and software, lighting panels, lane expansion packages, and additional motors and loadouts—that purportedly began on September 29, 2018;
- \$58,772.50 asserted by Cooper for purportedly unpaid subcontracting work beginning with a purportedly unpaid August 29, 2018 invoice;
- \$1,598,738.31 asserted by Pownall for purportedly unpaid design, construction, and maintenance services purportedly beginning in December 2018;
- \$834,345.50 asserted by Scott for purportedly unpaid equipment services purportedly beginning on November 13, 2018; and
- \$345,743.50 asserted by EnDeCo for purportedly unpaid subcontracted engineering services beginning no earlier than August 27, 2018.

Wisconsin Claims

17. The Debtors' property in Wisconsin includes five wet plants (three of which are now idle) in Auburn, Thompson Hills, FLS, Church Road, and LP, and three dry plants (two of which are now idle) at New Auburn, Barron, and Arland. The Debtors' Wisconsin Plants were constructed for the purpose of mining northern white sand. The proppant industry's shift away from northern white sand resulted in many of the Debtors' Wisconsin Plants no longer being profitable to operate and consequently becoming idle.

18. The Lien Claimants have asserted secured statutory liens in the following amounts for work performed at the Wisconsin Plants:

- \$793,000.21⁶ asserted by B&B for purportedly unpaid electrical contracting and maintenance purportedly beginning on March 15, 2019;
- \$68,376.25 asserted by Scott for purportedly unpaid equipment services purportedly beginning no earlier than December 5, 2018;
- \$712,157.37 asserted by A-1⁷ for purportedly unpaid excavation services purportedly beginning on May 18, 2019; and

⁶ This amount reflects work done at both the San Antonio plant and the Wisconsin plants.

⁷ Although the A-1 Claim asserts in the proof of claim form that \$1,195,911.89 is the "[a]mount of the claim that is secured," A-1 Claim at 2, the Claim for Mining Lien attached to the proof of claim concedes that out of that amount, only \$712,157.37 is covered by the lien, because only that amount became due and payable no earlier than 60 days before the Claim for Mining Lien was filed. A-1 Claim, Doc. 1 at 2 (citing Wis. Stat. §§ 779.35, 779.36(2)).

- \$1,335,000.00 asserted by Midwest Frac in connection with Midwest Frac's purchase rights under a July 25, 2014 Purchase Agreement that Debtors have purportedly breached.

RELIEF REQUESTED

19. By this Objection, the Reorganized Debtors seek the disallowance or reduction and/or the reclassification of the claims set forth on Exhibits A and B, attached hereto, pursuant to section 502(b) of the Bankruptcy Code and Rule 3007-1 of the Local Bankruptcy Rules for the District of Delaware for the reasons set forth below.

BASIS FOR REQUESTED RELIEF

A. Claims Improperly Classified

20. All of the claims listed on Exhibit A hereto should be reclassified as Class 6 general unsecured claims under the Plan for the reasons set forth below:

The Claims Related to the San Antonio Plant and Kosse Plant Are Junior to the Prepetition Liens and Thus Fully Unsecured

21. Under Chapter 53 of the Texas Property Code, a statutory mechanic's lien relates back to the time of "inception" of the mechanic's lien, which is the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124; *see Diversified Mortg. Inv'rs v. Lloyd D. Blaylock Gen. Contractor, Inc.*, 576 S.W.2d 794, 800 (Tex. 1978); *Panorama Const., Inc. v. Farm Credit Servs. of Cent. Kansas*, 733 F. Supp. 2d 748, 753 (N.D. Tex. 2010). Notably, the lien "does not affect any lien, encumbrance, or mortgage on the land or improvement at the time of the inception of the mechanic's lien." Tex. Prop. Code Ann. § 53.123.⁸ Consequently, Texas courts have interpreted the priority statutes as providing that a

⁸ Under the Texas Constitution, a mechanic's lien is also self-executing but not priming. *See, e.g., Home Sav. Ass'n v. S. Union Gas Co.*, 486 S.W.2d 386, 392 (Tex. Civ. App. 1972) (no priority of M&M lien over lenders' prior lien because M&M lien was constitutional, not statutory).

mechanic's lien does not have priority over any previously recorded mortgages or deeds of trust except for priority with respect to improvements that "could be removed without material injury to the land and pre-existing improvements or to the improvements themselves." *See, e.g., GCI GP, LLC v. Stewart Title Guar. Co.*, 290 S.W. 3d 287, 295 (Tex. App. 2009); *see also First Nat'l Bank in Dallas v. Whirlpool Corp.*, 517 S.W.2d 262, 269 (Tex. 1974) (interpreting an older but analogous and substantially similar mechanic's lien statute, stating this rule).

22. Additionally, while Stout has asserted a mining lien pursuant to Chapter 56 of the Texas Property Code, such a lien, even if applicable here,⁹ provides no additional priority over the prior deeds of trust. The relevant statute provides that "[t]he lien does not affect an encumbrance that attached to land or a leasehold before the lien's inception," and that the only part of the mining lien that can take priority is "[t]he lien on material, machinery, supplies, or a specific improvement." Tex. Prop. Code Ann. § 56.004. As such, even if any Lien Claimants could assert mining liens on any of the property at the San Antonio Plant or Kosse Plant, the mining liens do not allow the Lien Claimants to prime the deeds of trust to any greater extent than do the mechanic's liens. *See In re Cornerstone E & P Co., L.P.*, 436 B.R. 830, 839 (Bankr. N.D. Tex.), *supplemented*, 436 B.R. 865 (Bankr. N.D. Tex. 2010) (stating that a mineral contractor's lien does not impact or take priority over a lien that was perfected prior to the inception of the mineral lien under Texas or Oklahoma law).

23. As noted above, the Debtors recorded all Prepetition Lien documents securing the Prepetition Funded Debt on the property at the Kosse Plant and at the San Antonio Plant on a series of dates ending no later than June 30, 2017. Based on the relevant Lien Claimants' own filings,

⁹ Chapter 56 of the Texas Property Code provides for liens related to "mineral activities." Tex. Prop. Code Ann. § 56.001. Sand is not part of a property's mineral estate as a matter of Texas Law. *Moser v. U.S. Steel Corp.*, 676 S.W.2d 99, 101–02 (Tex. 1984). The Debtors are not aware of any decision holding that suppliers of labor or services in respect of sand excavation come within the ambit of Chapter 56.

none of the work relating to any of the existing liens asserted on the properties at the San Antonio Plant or Kosse Plant commenced before November 2017. The Lien Claimants' purported liens at these properties are therefore subsequent in time to the Prepetition Liens on the Prepetition Collateral, which was insufficient to repay in full the Second Lien Notes. As a result, the Lien Claimants' purportedly secured claims are wholly unsecured at the Kosse Plant and San Antonio Plant, except to the extent of any specifically identified removable improvements.

24. The Debtors are not aware of any assertion, or any basis to assert, that any of the property purportedly subject to a lien at the relevant sites is classifiable as a removable improvement or otherwise subject to any argument that the liens provided in Chapter 53 and Chapter 56 could prime the Prepetition Liens. Consequently, all claimed amounts asserted by the Lien Claimants in connection with work performed at the San Antonio Plant and Kosse Plant are fully unsecured.

25. Furthermore, the Debtors continue to explore, and reserve rights to assert, claims against M&J and Stout for deficient workmanship and contractual non-performance resulting in delays, deficiencies, and damage at the Kosse Plant and San Antonio Plant, including the June 21, 2019 levee breach that caused the months-long shutdown of the San Antonio Plant. The Debtors have provided notice of this reservation of rights to M&J and Stout in connection with the adversary proceedings brought by those entities against the Debtors.¹⁰ Under the terms of the Plan, the Reorganized Debtor, in its sole discretion, may withhold any amounts sought under these claims from against any distributions to M&J and Stout required by the Plan. *See* Second Amended Joint Plan of Reorganization (Dkt. 682) at 51.

¹⁰ *See Market & Johnson, Inc. v. Superior Silica Sands LLC, et al.*, Adv. Pro. No. 19-50728; *Stout Excavating Grp. LLC v. Superior Silica Sands LLC, et al.*, Adv. Pro. No. 19-50729.

The Claims Related to the Properties at the Wisconsin Plants Are Fully Unsecured

26. Under Wisconsin law, a statutory construction lien shall only “be prior to any lien which originates *subsequent* to the visible commencement in place of the work.” Wis. Stat. Ann. § 779.01 (emphasis added). Therefore, statutory construction liens do not take priority over previously recorded deeds of trust. As noted above, the Debtors recorded deeds of trust to secure the Prepetition Funded Debt on the Wisconsin plants on April 17, 2017. None of the work relating to any of the construction liens asserted on the properties at the Wisconsin Plants—by B&B and Scott—began before 2018. Thus, B&B and Scott’s liens are junior to the Prepetition Liens and have no value, making the claims fully unsecured..

27. Midwest Frac asserts an interest in the Debtors’ mine in Barron County, WI, in the amount of \$1,335,000, which it calculates as the value of the property it has the right to repurchase from the Debtors due to the Debtors’ default under a July 25, 2014 purchase agreement. In other words, Midwest Frac does not assert a statutory lien but rather a form of property interest supposedly arising from a contractual agreement. This claim is unavailing for many reasons. First, the Debtors are unable to locate any controlling Wisconsin authority that supports Midwest Frac’s argument that this contractual repurchase right creates a property interest *at all*, rather than a routine contractual promise which, of course, would be a general unsecured claim. Furthermore, even if Midwest Frac’s repurchase right did create a property interest, Midwest Frac failed to file the purchase agreement as evidence of such interest or otherwise take any other actions that would have provided actual or constructive notice to a later creditor seeking to record a deed on the property. Thus, Midwest Frac’s purported repurchase right is not secured by any lien on Debtors’ property that is senior to the Prepetition Liens, and its claim is fully unsecured.

28. A-1 asserts a mining lien under Wis. Stat. Ann. § 779.35 in the amount of \$712,157.37, on all mining-related personal property in Wisconsin as well as all mining-related

real property and improvements in the state, for purportedly unpaid excavation services purportedly beginning on May 18, 2019. A-1, however, ignores the limits of this statute, which only creates a mining lien that “take[s] precedence of all other debts, judgments, decrees, liens or mortgages against the *employer*” “for the *wages due*” to the claimant. Wis. Stat. Ann. § 779.35 (emphases added). There is no governing Wisconsin authority, from any time since the statute’s enactment, providing that the statute may be extended to nonemployees such as independent contractors. As A-1 performed its work as an independent contractor and not as an employee of the Debtors, and is not owed wages by the Debtors, Section 779.35 does not give A-1 a statutory lien. The applicability of the mining lien statute only to mine employees is consistent with the treatment of other statutory liens in Wisconsin; the only other statutory liens that are afforded a superior right over “other debts, judgments, decrees, liens or mortgages” are wage liens under Chapter 109 of the Wisconsin Statutes, which are available only to employees. *See id.* § 109.09. Because A-1 has no basis for a statutory lien against the Debtors’ Wisconsin properties, its claim is fully unsecured.

B. Claims to Be Reclassified Based on Kingfisher Property Value

29. All of the claims listed on Ex. B hereto should be reclassified as Class 6 general unsecured claims, for the reasons set forth below:

30. Under Oklahoma law, “[a]ny person who shall, under oral or written contract with the owner of any tract or piece of land, perform labor, furnish material or lease or rent equipment used on said land . . . shall have a lien upon the whole of said tract or piece of land, the buildings and appurtenances in an amount inclusive of all sums owed to the person at the time of the lien filing” Okla. Stat. Ann. tit. 42, § 141. Therefore, given the absence of mortgages in favor of the Prepetition Funded Debt, and assuming the Lien Claimants’ liens are otherwise valid (which the Debtors do not concede), the Lien Claimants’ liens may be secured to the extent of the value

of the Kingfisher Tract, and its buildings and appurtenances, in respect of which they allegedly supplied goods and/or services. Notably, the statutory liens, even if valid, do not attach to, and would in any event be junior liens on, the personalty perfected by the UCC-1s in favor of the Prepetition Funded Debt, which were recorded prior to the date that any Lien Claimant began work at the Kingfisher Site. Thus, any removable equipment of value at the Kingfisher Site (to the extent there is any) cannot constitute collateral that is subject to any liens by the Lien Claimants. The only property on which the Lien Claimants may assert liens is the 40-acre owned Kingfisher Tract and the buildings and appurtenances that constitute the partially constructed dry plant thereon.

31. However, the value of such property is de minimus at most. The Kingfisher Site is not currently a going concern, as the dry plant is neither finished nor functional, and no construction has begun on the wet plant. Waughtal Decl. ¶¶ 13–14. The property has de minimus or even negative market value, given that the already poor market dynamics that existed in the frac sand industry as of the Petition Date have only declined further since the Reorganized Debtors' emergence from bankruptcy. The frac sand market is already severely oversupplied, and the SCOOP/STACK basin in Oklahoma that the Kingfisher Site was designed to service is seeing limited actual and forecasted drilling activity along with a significant oversupply of sand in the basin. *Id.* ¶ 13.

32. This property also has limited value to the Reorganized Debtors, given the lack of any business case to mine at the Kingfisher Site and the unlikelihood that in the short term the market will move dramatically enough that mining at Kingfisher Site becomes economical. *Id.* Even then, it would require an estimated \$20 million to complete the Kingfisher Site. *Id.* ¶ 14. The only value of the Kingfisher Site is the slight head start, if any, that the partially constructed

plant would provide the Reorganized Debtors in the future if they ever decided to mine on the adjacent mineable parcel. However, preserving that remote option already requires the Reorganized Debtors to expend meaningful carrying costs (including taxes, insurance, and minimum royalty payments) in connection with the ownership of the Kingfisher Tract. *Id.*

33. Due to these considerations, the Reorganized Debtors’ good-faith estimate is the owned land, buildings, and appurtenances at the Kingfisher Site altogether have de minimus or even negative value. *Id.*

34. The Debtors’ expert’s previous estimations of value of the Kingfisher Site do not affect this conclusion. In the context of the dispute with the Creditors Committee at confirmation of the Debtors’ Plan concerning the valuation of the Debtors’ entire enterprise, the Debtors’ valuation expert roughly valued a unified “Kingfisher” at \$6-9 million. *Id.* ¶ 15. This was an admittedly basic calculation (discounting costs incurred of \$15 million by 40%–60%) designed to err in favor of overvaluing Kingfisher Site in the context of demonstrating that, even so, the Debtors’ total enterprise value could not exceed the secured debt. *Id.* In addition, the foregoing was a “going-concern sale” valuation, but given the lack of current and forecasted demand and significant oversupply of sand in the basin, the sale of the property at the stated “going-concern sale” valuation is highly doubtful. *Id.* The Court recognized the likely absence of a willing buyer of the unfinished Kingfisher facility even in the market environment prevailing in December 2019. *See* Confirmation Opinion at 13. Moreover, any assertion by the Lien Claimants that the \$6–9 million figure is the value of their collateral is mixing apples with oranges. There, the Court was hypothesizing a buyer of a unified Kingfisher Site, whereas here, the Lien Claimants’ liens would not attach to, among other things, the leasehold constituting all of the adjacent mineable acreage—and for which the Reorganized Debtors hold a mining permit—or to any personalty

located on the owned parcel. In sum, the Debtors' expert's valuation for confirmation purposes does not reflect a market value for the allegedly lien property. *Id.*

35. Further, the Debtors' advisors also asserted that, even in the substantially better market environment of late 2019, the liquidation value of Kingfisher Site as a whole may be as low as \$400,000. Waughtal Decl. ¶ 16. The Court previously assessed this low-end valuation and saw no reason to disturb it. *See* Confirmation Opinion at 16. Now even this valuation is old and the market has significantly degraded. Waughtal Decl. ¶ 16. And this valuation again makes no distinction between those portions of Kingfisher Site that could be subject to the asserted liens and those that are not—including removable personalty like equipment. Updating the liquidation analysis to the current date, and looking only to the property possibly subject to the asserted liens, the net liquidation value of such property is likely de minimus or even negative. *Id.*

36. Consequently, the Lien Claimants' claims should be re-characterized as fully unsecured.¹¹ However, without conceding the validity of the claims in issue, or that there is any value in relation to the Kingfisher Site to be distributed, the Debtors are amenable to satisfying these claims through a payment of \$100,000 that is distributed on a pro rata basis among the Lien Claimants.

37. Moreover, there is no purpose to spending time, money, and effort debating whether the allegedly lien property may be worth more than \$100,000. In the event the Court concludes that the Lien Claimants' secured claims have a value substantially in excess of \$100,000, the Reorganized Debtors will turn over the Kingfisher Tract in satisfaction of such claims. *See* Second Amended Joint Plan of Reorganization (Dkt. 682) at 23 (secured claims may be satisfied by

¹¹ Additionally, TMT's claim should be disallowed to the extent that TMT asserts that the lien covers the leased acreage, as TMT has not performed any work on that land, and that land is not part of the "tract or piece" of land owned by the Debtors. Waughtal Decl. ¶ 12. Consequently, there is no statutory basis for TMT's lien to cover the leased acreage.

payment in cash *or* return of collateral). No special valuation proceeding is needed, nor is any purpose served by certain of the claimants' adversary proceedings and other contested matters. The question whether any secured claim value exists should be settled through the instant claims objection process.

RESPONSES TO THE OBJECTION

38. Filing and Service of Responses: To contest the Objection, a Lien Claimant must file and serve a written response to the Objection (a "**Response**") so that it is actually received by the Clerk of the Bankruptcy Court and the parties in the following paragraph no later than 4:00 PM (ET) on September 10, 2020 (the "**Response Deadline**"). A Lien Claimant should carefully review the Proposed Order, attached hereto as **Exhibit D**. A hearing to consider this Objection will be held on October 8, 2020 at 10:00 AM (ET) (the "**Hearing**") before the Honorable Karen B. Owens, United States Bankruptcy Judge.

39. The Response must be filed and served via email upon the following entities at the following addresses: (a) Office of the Clerk of the United States Bankruptcy Court; (b) Richards, Layton & Finger, P.A., Attn: Russell C. Silberglied, Esq. (silberglied@rlf.com) and Zachary I. Shapiro, Esq. (shapiro@rlf.com); and (c) Latham & Watkins LLP, Attn: Keith A. Simon, Esq. (keith.simon@lw.com), Blake Denton, Esq. (blake.denton@lw.com), Hugh Murtagh, Esq. (hugh.murtagh@lw.com), and Sid Nadkarni, Esq. (sid.nadkarni@lw.com).

40. Timely Response Required; Hearing; Replies: If a Response is properly and timely filed and served in accordance with the above procedures, the Reorganized Debtors will endeavor to reach a consensual resolution with the Lien Claimant. If a consensual resolution is not reached, the Court will conduct a hearing with respect to the Objection and the Response at the Hearing, or such other date and time as the Lien Claimant may be notified. Only Responses made in writing and timely filed and received will be considered by the Court at any such hearing.

41. Adjournment of Hearing: The Reorganized Debtors reserve the right to adjourn the hearing on this Objection. In the event that the Reorganized Debtors so adjourn the hearing, they will state that the hearing on this Objection and/or the Response has been adjourned on the agenda for the hearing on this Objection, which agenda will be served on the Lien Claimant.

RESERVATION OF RIGHTS

42. The Reorganized Debtors hereby reserve the right to object in the future to the Claim on any grounds and to amend, modify, and/or supplement this Objection.

CONCLUSION

43. For the above reasons, the Reorganized Debtors respectfully request that this Court grant an order, substantially in the form of the Proposed Order, that disallows the secured claims asserted by the Lien Claimants, or re-characterizes them in whole or in part as unsecured, except as otherwise conceded in this Objection.

Dated: August 27, 2020
Wilmington, Delaware

/s/ David T. Queroli

RICHARDS, LAYTON & FINGER, P.A.

John H. Knight (No. 3848)
Russell C. Silberglied (No. 3462)
Paul N. Heath (No. 3704)
Zachary I. Shapiro (No. 5103)
Brett M. Haywood (No. 6166)
David T. Queroli (No. 6318)
One Rodney Square
920 North King Street
Wilmington, DE 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
E-mail: knight@rlf.com
silberglied@rlf.com
heath@rlf.com
shapiro@rlf.com
haywood@rlf.com
queroli@rlf.com

- and -

LATHAM & WATKINS LLP

George A. Davis (admitted *pro hac vice*)
Keith A. Simon (admitted *pro hac vice*)
Blake T. Denton (admitted *pro hac vice*)
Hugh K. Murtagh (admitted *pro hac vice*)
Sid Nadkarni (admitted *pro hac vice*)
885 Third Avenue
New York, New York 10022
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
E-mail: george.davis@lw.com
keith.simon@lw.com
blake.denton@lw.com
hugh.murtagh@lw.com
sid.nadkarni@lw.com

Counsel for the Reorganized Debtors

**PLEASE CAREFULLY REVIEW THIS OBJECTION AND THE ATTACHMENTS
HERETO TO DETERMINE WHETHER THIS OBJECTION AFFECTS YOUR CLAIM.**

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

-----	X	
In re:	:	Chapter 11
	:	
EMERGE ENERGY SERVICES LP,	:	Case No. 19-11563 (KBO)
	:	
Reorganized Debtor. ¹	:	
	:	Obj. Deadline: September 10, 2020 at 4:00 p.m. (ET)
	:	Hearing Date: October 8, 2020 at 10:00 a.m. (ET)
-----	X	

NOTICE OF OMNIBUS OBJECTION AND HEARING

PLEASE TAKE NOTICE that, on August 27, 2020, the reorganized debtor in the above-captioned case (the “**Reorganized Debtor**”) filed the *Reorganized Debtors’ First (Substantive) Omnibus Objection to, or Motion to Reclassify, Purported Secured Claims* (the “**Objection**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”). **Your claim(s) may be disallowed, reduced and/or reclassified as a result of the Objection. Therefore, you should read the attached Objection carefully.**

**PLEASE TAKE FURTHER NOTICE THAT YOUR SUBSTANTIVE RIGHTS
MAY BE AFFECTED BY THE OBJECTION AND BY ANY FURTHER CLAIM
OBJECTION THAT MAY BE FILED BY THE REORGANIZED DEBTOR OR
OTHERWISE. THE RELIEF SOUGHT HEREIN IS WITHOUT PREJUDICE TO THE
REORGANIZED DEBTOR’S RIGHT TO PURSUE FURTHER OBJECTIONS AGAINST**

¹ The Reorganized Debtor in this case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Emerge Energy Services LP (2937). The Reorganized Debtor’s address is 6500 West Freeway, Suite 800, Fort Worth, Texas 76116.

YOUR CLAIM(S) SUBJECT TO THE OBJECTION IN ACCORDANCE WITH APPLICABLE LAW AND APPLICABLE ORDERS OF THIS COURT.

PLEASE TAKE FURTHER NOTICE that if the holder of a claim that is the subject of the Objection wishes to respond to the Objection, the holder must file a written response with: (i) Office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801; and (ii) Latham & Watkins LLP, 885 Third Avenue, New York, New York, 10022 (Attn: Keith A. Simon, Esq. (keith.simon@lw.com), Blake Denton, Esq. (blake.denton@lw.com), Hugh Murtagh, Esq. (hugh.murtagh@lw.com), and Sid Nadkarni, Esq. (sid.nadkarni@lw.com)); and (iii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: Russell C. Silberglied, Esq. (silberglied@rlf.com)); so as to be received on or before **September 10, 2020 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that responses to the Objection must contain, at minimum, the following: (a) a caption setting forth the name of the Court, the above-referenced case number and the title of the Objection to which the response is directed; (b) the name of the claimant, his/her/its claim number, and a description of the basis for the amount of the claim; (c) the specific factual basis and supporting legal argument upon which the claimant will rely in opposing this Objection; (d) any supporting documentation, to the extent it was not included with the proof of claim previously filed with the clerk or claims agent, upon which the claimant will rely to support the basis for and amounts asserted in the proof of claim; and (e) the name, address, email address, telephone number, and fax number of the person(s) (which may be the claimant or the claimant's legal representative) with whom counsel for the Reorganized Debtor should communicate with respect to the claim or the Objection and who possesses authority to reconcile, settle, or otherwise resolve the Objection to the disputed claim on behalf of the claimant.

PLEASE TAKE FURTHER NOTICE that if no response to the Objection is timely filed and received in accordance with the above procedures, an order may be entered sustaining the Objection without further notice or a hearing. If a response is properly filed, served and received in accordance with the above procedures and such response is not resolved, a hearing to consider such response and the Objection will be held before The Honorable Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801 on **October 8, 2020 at 10:00 a.m. (prevailing Eastern Time)**. Only a response made in writing and timely filed and received will be considered by the Court at the hearing.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY SUSTAIN THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: August 27, 2020
Wilmington, Delaware

/s/ David T. Queroli

RICHARDS, LAYTON & FINGER, P.A.

John H. Knight (No. 3848)
Russel C. Silberglied (No. 3462)
Paul N. Heath (No. 3704)
Zachary I. Shapiro (No. 5103)
Brett M. Haywood (No. 6166)
David T. Queroli (No. 6318)
One Rodney Square
920 North King Street
Wilmington, DE 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
E-mail: knight@rlf.com
silberglied@rlf.com
heath@rlf.com
shapiro@rlf.com
haywood@rlf.com
queroli@rlf.com

- and -

LATHAM & WATKINS LLP

George A. Davis (admitted *pro hac vice*)
Keith A. Simon (admitted *pro hac vice*)
Hugh K. Murtagh (admitted *pro hac vice*)
Liza L. Burton (admitted *pro hac vice*)
885 Third Avenue
New York, New York 10022
Telephone: (212) 906-1200
Facsimile: (212) 751-4864
E-mail: george.davis@lw.com
keith.simon@lw.com
hugh.murtagh@lw.com
liza.burton@lw.com

Counsel for the Reorganized Debtor

Exhibit A – Claims Improperly Classified

Exhibit A – Secured Claims Improperly Classified

Name of Claimant	Claim No.	Secured Claim Amount	Claim Classification Status	Modified Classification Status	Reason for Reclassification
A-1 Excavating, Inc.	291	\$712,157.37	Secured	General Unsecured	The Wisconsin statute cited by this claimant as purportedly providing for a mining lien does not apply to independent contractors such as this claimant. Wis. Stat. Ann. § 779.35. The claim should be reclassified as fully unsecured.
Anchor Technical Services, LLC	367	\$15,571.76	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties. Mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.
B and B Electric Inc.	258	\$793,000.21	Secured	General Unsecured	Under Wisconsin law, a statutory construction lien shall only "be prior to any lien which originates subsequent to the visible commencement in place of the work." Wis. Stat. Ann. § 779.01. And under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties in both Wisconsin and Texas. Additionally, mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land

Name of Claimant	Claim No.	Secured Claim Amount	Claim Classification Status	Modified Classification Status	Reason for Reclassification
					applicable to this claimant. The claim should be reclassified as fully unsecured.
Cooper Engineering Company, Inc.	285	\$43,722.50 (relating to work done in San Antonio)	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties. Mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.
Engineered Software Products, Inc.	348	\$332,032.62	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties. Mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.
H&K Electric, Inc.	254	\$191,864.37	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties. Mechanic's liens in Texas can only prime

Name of Claimant	Claim No.	Secured Claim Amount	Claim Classification Status	Modified Classification Status	Reason for Reclassification
					removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.
Market and Johnson, Inc.	298	\$4,850,087.00 (relating to work done in San Antonio)	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties. Mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.
Midwest Frac and Sands LLC	293	\$1,335,000.00	Secured	General Unsecured	Midwest Frac's purported contractual repurchase right did not create a property interest that arose as of the date of the contract or at any time prior to its first notice of default on February 22, 2019—well after the recording of deeds of trust that fully encumber the purported collateral property. Midwest Frac also did not file the purchase agreement as evidence of such interest, or otherwise take any other actions that would have provided actual or constructive notice to a later creditor seeking to record a deed on the property. Midwest Frac's claim should therefore be reclassified as fully unsecured.
Pownall Services LLC	251	\$380,054.73 (relating to work done in Kosse)	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral

Name of Claimant	Claim No.	Secured Claim Amount	Claim Classification Status	Modified Classification Status	Reason for Reclassification
					properties. Mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.
RB Scott Company, Inc.	252	\$68,376.25 (relating to work done in Wisconsin)	Secured	General Unsecured	Under Wisconsin law, a statutory construction lien shall only "be prior to any lien which originates subsequent to the visible commencement in place of the work." Wis. Stat. Ann. § 779.01. Due to the date at which work commenced, the lien is junior to prepetition liens that fully encumber the collateral properties. The amount of money in the claim purportedly secured by property in Wisconsin should be reclassified as fully unsecured.
Stout Excavating Group LLC	346	\$3,274,933.93	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties. Mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.
Texas Crane Services	429	\$25,708.86	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties. Mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are

Name of Claimant	Claim No.	Secured Claim Amount	Claim Classification Status	Modified Classification Status	Reason for Reclassification
					not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.
TMT Solutions Inc.	248	\$1,197,432.12 (relating to work done in San Antonio)	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties. Mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.
3B Dozer Service, LLC	240	\$432,747.33	Secured	General Unsecured	Under Texas law, a statutory mechanic's lien relates back only to the "commencement of construction of improvements or delivery of materials to the land on which the improvements are to be located and on which the materials are to be used." Tex. Prop. Code Ann. § 53.124. Due to the date at which work commenced, the statutory liens are junior to prepetition liens that fully encumber the collateral properties. Mechanic's liens in Texas can only prime removable improvements on the land, and Debtors are not aware of any remaining removable improvements on the land applicable to this claimant. The claim should be reclassified as fully unsecured.

Exhibit B – Claims To Be Re- Classified In Part Due to Collateral Value

Exhibit B – Claims To Be Re-Classified In Part Due to Collateral Value

Name of Claimant	Claim No.	Secured Claim Amount	Claim Classification Status	Modified Classification Status	Reason for Modification
Cooper Engineering Company, Inc.	285	\$58,772.50	Secured	General unsecured	The unencumbered collateral property in Kingfisher, OK securing this claim—a 40-acre tract of owned land and the buildings and appurtenances on the land—has no market value. <i>See</i> Exhibit C. The claim should be reclassified as a general unsecured claim.
EnDeCo Engineers, Inc.	287	\$345,743.50	Secured	General unsecured	The unencumbered collateral property in Kingfisher, OK securing this claim—a 40-acre tract of owned land and the buildings and appurtenances on the land—has no market value. <i>See</i> Exhibit C. The claim should be reclassified as a general unsecured claim.
Market and Johnson, Inc.	298	\$3,957,088.00	Secured	General unsecured	The unencumbered collateral property in Kingfisher, OK securing this claim—a 40-acre tract of owned land and the buildings and appurtenances on the land—has no market value. <i>See</i> Exhibit C. The claim should be reclassified as a general unsecured claim.
Pownall Services LLC	251	\$1,598,738.31	Secured	General unsecured	The unencumbered collateral property in Kingfisher, OK securing this claim—a 40-acre tract of owned land and the buildings and appurtenances on the land—has no market value. <i>See</i> Exhibit C. The claim should be reclassified as a general unsecured claim.
RB Scott Company, Inc.	252	\$834,345.50	Secured	General unsecured	The unencumbered collateral property in Kingfisher, OK securing this claim—a 40-acre tract of owned land and the buildings and appurtenances on the land—has no market value. <i>See</i> Exhibit C. The claim should be reclassified as a general unsecured claim.
TMT Solutions Inc.	248	\$1,197,432.12	Secured	General unsecured	The unencumbered collateral property in Kingfisher, OK securing this claim—a 40-acre tract of owned land and the buildings and appurtenances on the land—has no market value. <i>See</i> Exhibit C. The claim should be reclassified as a general unsecured claim.

Exhibit C – Declaration of Scott Waughtal

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

In re:)	
)	Chapter 11
)	
EMERGE ENERGY SERVICES, LP,)	Case No. 19-11563 (KBO)
)	
Debtor. ¹)	Jointly Administered
)	
)	

**DECLARATION OF SCOTT WAUGHTAL IN SUPPORT OF THE
REORGANIZED DEBTORS' OMNIBUS SUBSTANTIVE OBJECTION
TO, OR MOTION TO RECLASSIFY, PURPORTED SECURED CLAIMS**

I, Scott Waughtal, declare as follows:

1. I am the President, since April 2020, and Chief Operating Officer, since December 2019, of Emerge Energy Services GP, LLC ("**Emerge GP**").

2. In my current role, I oversee the management of the day-to-day operations of Emerge GP and the other reorganized debtor entities (collectively, the "**Debtors**" or the "**Reorganized Debtors**").

3. The Debtors' business is the mining, processing, and distribution of silica sand proppant, which is primarily used for the hydraulic fracturing ("fracking") of oil and gas wells. The Debtors' business had previously included plants in Wisconsin (the "**Wisconsin Plants**"), San Antonio, TX (the "**San Antonio Plant**"), Kosse, TX (the "**Kosse Plant**"), as well as a site in Kingfisher, OK (the "**Kingfisher Site**") that the Debtors originally intended to develop into a nameplate 1.5 million-ton facility.

¹ The Reorganized Debtor in this case, along with the last four digits of the Reorganized Debtor's federal tax identification number, is Emerge Energy Services LP (2937). The Reorganized Debtor's address is 6500 West Freeway, Suite 800, Fort Worth, Texas 76116.

Debtors' Prepetition Liens

4. Prior to January 5, 2018, Debtor Emerge Energy Services LP (the "**Partnership**") was guarantor, and Debtors Superior Silica Sands LLC ("**SSS**") and Emerge Energy Services Operating LLC ("**OpCo**") were borrowers (collectively with the Partnership, the "**Debtor Loan Parties**"), under both (a) a first lien revolving credit facility dated as of June 27, 2014 (the "**First Lien Facility**"), which amended and restated a May 14, 2013 Revolving Credit and Security Agreement, and (b) a second lien credit and security agreement dated as of April 12, 2017 (the "**Prior Second Lien Facility**").

5. Attached as **Exhibit A** are true and correct copies of first priority mortgages or deeds of trust recorded on the Debtor Loan Parties' owned real property and fixtures, which secured the First Lien Facility. These security interests were recorded on July 1, 2014 on property in Barron County, WI, July 3, 2014 on property in Robertson County, TX, September 23, 2014 and December 21, 2015 on additional property in Barron County, WI, February 22, 2016 on property in Jackson County, WI, and June 30, 2017 on property in Bexar County, TX.

6. To secure the First Lien Facility, the Debtor Loan Parties also on November 21, 2017 filed amendments to continue UCC-1 financing statements that had first been recorded on May 14, 2013 (in connection with the Revolving Credit and Security Agreement executed the same day) on all assets of the Debtor Loan Parties. These UCC-1 financing statements were timely continued, and ultimately assigned, on March 20, 2019, to HPS Investment Partners LLC ("**HPS**"), as successor to agent and collateral agent under the First Lien Facility. Attached as **Exhibit B** are true and correct copies of these statements. The first priority mortgages and UCC-1s (collectively, the "**First Liens**") covered substantially all assets of the Debtors, including the real property, fixtures, and personalty composing the Wisconsin Plants, Kosse Plant, and San Antonio Plant.

7. To secure the Prior Second Lien Facility, second priority mortgages or deeds of trust were recorded on the Debtor Loan Parties' owned real property and fixtures on April 17, 2017, April 21, 2017, and June 30, 2017. True and correct copies of these documents are attached as **Exhibit C**.

8. To secure the Prior Second Lien Facility, the Debtor Loan Parties also recorded UCC-1 financing statements on all assets of the Debtor Loan Parties in April 2017. Attached as **Exhibit D** are true and correct copies of these statements (and subsequent amendments thereto). The second priority mortgages and UCC-1s (collectively, the "**Second Liens**") covered substantially all assets of the Debtors, including the real property, fixtures, and personalty composing the Wisconsin Plants, Kosse Plant, and San Antonio Plant.

9. On January 5, 2018, the Partnership (a) amended and restated the First Lien Facility with a \$75 million facility, as amended, and (b) refinanced the Prior Second Lien Facility in full with the proceeds of a new \$215 million second lien note purchase agreement (the "**Second Lien NPA**", and the notes issued thereunder the "**Second Lien Notes**") among the Partnership as guarantor, OpCo and SSS, along with certain of their subsidiaries, as issuers, the noteholders party thereto, and HPS Investment Partners LLC ("**HPS**") as notes agent and collateral agent.

10. The First Lien Facility remained secured by the existing First Liens. On January 5, 2018, the Second Lien NPA and Second Lien Notes became secured by the existing Second Liens, which were expressly assigned, rather than novated, and explicitly continued from their dates of origination. Attached as **Exhibit E** are the written amendments and assignments of the Second Liens. And, on January 5, 2018, the UCC-1 financing statements recorded in connection with the Second Lien were amended and assigned to HPS as secured party, as reflected in the statements attached as **Exhibit D**.

San Antonio and Kosse Properties

11. The Debtors' operations in Texas include facilities in Kosse, TX, and San Antonio, TX. The Debtors' Kosse Plant combines a 1.6 million-ton wet plant with a nameplate 600,000-ton dry plant. The Debtors' San Antonio Plant also combines wet and dry plant operations, although production has never reached close to its four million-ton nameplate capacity due to delays and complications—including a June 21, 2019 berm breach that resulted in a months-long stoppage of mining and wet plant operations—in ramping up the plant since the Debtors acquired the property in April 2017.

Kingfisher Property

12. In May 2018, the Debtors obtained a mine site in Kingfisher, Oklahoma (the "**Kingfisher Site**"), and began construction of a nameplate 1.5 million-ton sand facility. The site comprises (a) 40 owned acres of land (the "**Kingfisher Tract**"), on which all work by any contractors was performed, and (b) approximately 540 adjacent acres of leased land for mining. There are no mortgages or deeds of trust on the Kingfisher Tract as part of the First Liens or Second Liens. However, I am advised that the fixtures and personalty on the Kingfisher Tract are encumbered by the valid and current UCC filings on all assets of the Reorganized Debtors.

13. After experiencing various challenges to their business, Debtors discontinued work on the Kingfisher Site in January 2019, leaving only a partially-finished and non-functioning dry plant on the Kingfisher Site. The challenges to the Debtors' business that precipitated the discontinuance of the Kingfisher project have only grown since that time. Principally, the frac sand market continues to be severely oversupplied, and the SCOOP/STACK basin in Oklahoma that the Kingfisher Site was designed to service is seeing limited actual and forecasted drilling activity along with a significant oversupply of sand in the basin. As such, there is no current

business case to complete a wet or dry plant at the Kingfisher Site or to otherwise invest further capital at the site, nor do I anticipate that there will be for the foreseeable future.

14. The partially-constructed and long-mothballed buildings and appurtenances at the Kingfisher Site are not currently a functional dry plant, and no construction has begun on the wet plant. The Debtors have previously estimated that an investment of at least \$20 million would be necessary to make the Kingfisher Site an operational sand processing facility. In addition, ownership of the Kingfisher Tract requires expenditure of meaningful carrying costs, including insurance, taxes, and minimum royalty payments. Due to these considerations, the Reorganized Debtors' good-faith estimate is that the owned land, buildings, and appurtenances at the Kingfisher Tract altogether have de minimus or even negative current market value.

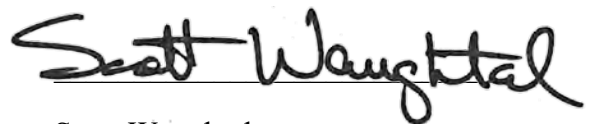
15. I am aware that the Debtors' experts in the Debtors' bankruptcy cases provided other data points for possible valuation for the Kingfisher Site, but I do not consider them relevant today. In the context of the valuation dispute at confirmation of the Debtors' plan of reorganization, the Debtors' valuation expert roughly valued a unified "Kingfisher" at \$6–9 million, which was an admittedly basic calculation (discounting costs incurred of \$15 million by 40–60%) designed to err in favor of overvaluing the Kingfisher Site in the context of demonstrating that, even so, the Debtors' total enterprise value could not exceed the secured debt. In addition, the foregoing was a "going-concern sale" valuation of the Kingfisher Site, but given the lack of current and forecasted demand and significant oversupply of sand in the basin, the sale of the property at the stated "going-concern sale" valuation is highly doubtful. Furthermore, the allegedly liened property does not constitute a going concern because, as I understand from discussions with counsel, the purported liens in issue would not attach to, among other things, the leasehold constituting all of the adjacent mineable acreage—and for which the Reorganized

Debtors hold a mining permit—or to any personalty located on the owned parcel. In sum, the Debtors' expert's valuation for confirmation purposes does not reflect a market value for the allegedly liened property.

16. Further, the Debtors' advisors also asserted that, even in the substantially better market environment of late 2019, the liquidation value of the Kingfisher Site as a whole may be as low as \$400,000. Now this valuation is old, the market has significantly degraded and this valuation again makes no distinction between those portions of the Kingfisher Site that could be subject to the asserted liens and those that are not—including removable personalty, like equipment. Updating the liquidation analysis to the current date, and looking only to the property possibly subject to the asserted liens, the net liquidation value of such property is likely de minimus or even negative.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 27th day of August, 2020.

A handwritten signature in black ink, reading "Scott Waughtal". The signature is written in a cursive, flowing style with a horizontal line underneath the name.

Scott Waughtal

Exhibit A – First Priority Mortgages

BARRON COUNTY, WI
MARGO KATTERHAGEN
REGISTER OF DEEDS

810152

07/01/2014 10:53AM

RECORDING FEE: \$30.00

FEE EXEMPT #:
PAGES: 35

MISCELLANEOUS

Document Name

Amended and Restated First Lien
Mortgage, Security Agreement,
Financing Statement, Fixture Filings
and Assignment of Rents and Leases

Document Number

Recording Area

prepared by

When Recorded Return To:
NATIONAL COMMERCIAL SERVICES
1050 Wilshire Drive, Suite 310
Troy, MI 48064
File No. N-14-108782

Name and Return Address:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005

See Exhibit A

Parcel Identification Number (PIN)

This instrument was drafted by: Thomas E. Charbonneau, Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005

Barron County, Wisconsin

Recorded ElectronicallyID 810152County BarronDate 7-1-2014 Time 10:53 AM

Simplifile.com 800.460.5657

Document Name

Amended and Restated First Lien
Mortgage, Security Agreement,
Financing Statement, Fixture Filings
and Assignment of Rents and Leases

Document Number

Recording Area

prepared by

Name and Return Address:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005

When Recorded Return To:
NATIONAL COMMERCIAL SERVICES
1050 Wilshire Drive, Suite 310
Troy, MI 48064
File No. N-14-108782

See Exhibit A

Parcel Identification Number (PIN)

This instrument was drafted by: Thomas E. Charbonneau, Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005

Barron County, Wisconsin

THIS AMENDED AND RESTATED FIRST LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as amended and restated, modified or supplemented from time to time, the "Mortgage") dated effective as of June 27, 2014 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as administrative and collateral agent (in such capacity, the "Mortgagee"), for the financial institutions which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. This Mortgage is executed in connection with, and pursuant to the terms of, that certain Revolving Credit and Security Agreement dated as of May 14, 2013 (the "Existing Credit Agreement") as amended and restated by that certain Amended and Restated Revolving Credit and Security Agreement dated as of June 27, 2014 (the "Amended and Restated Credit Agreement"; the Existing Credit Agreement as amended and restated by the Amended and Restated Credit Agreement, the "Credit Agreement", as the same may from time to time be further amended, restated, modified, supplemented or substituted), the defined terms of which are used herein unless otherwise defined herein, by and among Emerge Energy Service, LP, a Delaware limited partnership (the "Parent"), Emerge Energy Services Operating, LLC, a Delaware limited liability company ("Emerge"), Allied Energy Company LLC, an Alabama limited liability company ("AEC"), Allied Energy Renewable Energy, LLC, a Delaware limited liability company ("ARE"), Direct Fuels LLC, a Delaware limited liability company ("Direct Fuels"), Emerge Energy Distributors, Inc., a Delaware corporation ("EED"), Mortgagor, (Mortgagor, together with Emerge, AEC, ARE, Direct Fuels, EED and each Person joined to the Existing Credit Agreement as amended and restated by the Amended and Restated Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the Lenders, and Mortgagee, as Agent.

B. Mortgagor has previously delivered to Mortgagee that certain First Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment dated as of May 14, 2013 and recorded on May 15, 2013, as instrument number 799837 in the Register of Deeds of the County of Barron, State of Wisconsin (the "Original Mortgage"), as modified by that certain Mortgage Modification Agreement dated as of December 10, 2013 and recorded on March 10, 2014, as instrument number 807252 in the Register of Deeds of the County of Barron, State of Wisconsin (the "Mortgage Modification"; the Original Mortgage as modified by the Mortgage Modification, the "Existing Mortgage") to secure the Obligations under and pursuant to the Existing Credit Agreement.

C. The Mortgagor, the Parent, and any other Credit Parties and/or their respective Subsidiaries, may from time to time (i) enter into one or more Lender-Provided Hedges and (ii) obtain Cash Management Products and Services from Mortgagee, as Agent, or any Lender or any Affiliate of Mortgagee or a Lender.

D. Mortgagor will directly or indirectly benefit from such Lender-Provided Hedges and such Cash Management Products and Services.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 7.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases including the Production Leases, including subleases of any such lease (whether or not designated as subleases), license agreements and

other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 “Mortgage” shall have the meaning set forth in the preamble.

1.9 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 “Production Leases” means those certain leases described on Schedule I attached hereto and incorporated herein for all purposes, including any and all modifications, extensions, amendments and renewals thereof.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, to the land and Leases described on Exhibit A attached hereto and made a part hereof for all purposes, including any portion of the leasehold estate created under the Production Leases now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor’s interest therein be incorrectly described in, or a description of part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 “Rents” has the meaning set forth in Section 5.1 hereof.

1.14 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 “UCC” shall have the meaning set forth in Section 2.4 hereof.

1.17 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents,

contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term "including" means "including without limitation".

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor's estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents, leases, profits from and to the Collateral; (c) all awards and payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Revolving and Future Advances.** It is contemplated and acknowledged that the Obligations may include revolving and future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor authorizes Mortgagee to file one or more financing

statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III Production Leases

3.1 **Production Lease.** Mortgagor represents, warrants, covenants, and agrees as follows:

- (a) Mortgagor has delivered to Mortgagee a true, correct and complete copy of each Production Lease, including all amendments and modifications, written or oral, existing as of the date hereof.
- (b) Each Production Lease is valid and enforceable and in full force and effect, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally and by general principles of equity whether applied by a court of law or equity, and has not been modified or amended in any manner whatsoever, except as disclosed to Mortgagee in writing. Neither the Mortgagor nor the lessor under any Production Lease has commenced any action or given or received any notice for the purpose of terminating such Production Lease and the interest of the lessee under each Production Lease is vested solely in the Mortgagor.
- (c) Mortgagor has not executed or entered into any modifications or amendments of any Production Lease, either orally or in writing, other than written amendments that have been disclosed to Mortgagee in writing.
- (d) Mortgagor is not in default under any Production Lease and, to Mortgagor's knowledge, the lessor of such Production Lease is not in default thereunder. To Mortgagor's knowledge, no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a default or would entitle Mortgagor or any other party under any Production Lease to cancel the same or otherwise avoid its obligations.
- (e) Except for this Mortgage or other assignments in favor of Mortgagee, Mortgagor has not executed any assignment or pledge of any Production Lease or Mortgagor's right, title and interest in the same.
- (f) This Mortgage conforms and complies with each Production Lease, does not constitute a violation or default under any Production Lease, and is and shall at all times constitute a valid Lien (subject only to Permitted Encumbrances) on Mortgagor's interests in the Production Leases.

(g) Mortgagor shall pay, when due and payable, the rentals, additional rentals, and other charges required by, and payable under, any Production Lease in accordance with such Production Lease.

(h) Mortgagor shall perform and observe all material terms, covenants, and conditions that Mortgagor must perform and observe as lessee under each Production Lease, and do everything necessary to preserve and to keep unimpaired (other than Permitted Encumbrances) Mortgagor's rights under each Production Lease. Mortgagor shall provide all insurance required by each Production Lease. Mortgagor shall use all commercially reasonable efforts to enforce the lessor's obligations under each Production Lease so that Mortgagor may enjoy all its rights as lessee under such Production Lease. Mortgagor shall furnish to Mortgagee all information that Mortgagee may reasonably request from time to time concerning Mortgagor's compliance with the Production Leases.

(i) Mortgagor shall promptly deliver to Mortgagee a copy of any notice of default or termination that it receives from any lessor under any Production Lease.

(j) Mortgagor shall not, without Mortgagee's consent, consent or refuse to consent to any action that the lessor or any third party takes or desires to take pursuant to the terms and provisions of a Production Lease if such action has a material adverse effect on such Production Lease or Mortgagor's rights thereunder.

(k) Mortgagor's obligations under this Mortgage are independent of and in addition to Mortgagor's obligations under the Production Leases. Nothing in this Mortgage shall be construed to require Mortgagor or Mortgagee to take or omit to take any action that would cause a default under the Production Leases.

(l) The Mortgagor shall forever warrant and defend (i) its estate, right, title and interest in and to the Collateral, (ii) the validity, enforceability and, subject to the Permitted Encumbrances, priority of the Lien of this Mortgage on the Collateral, and (iii) the right, title and interest of the Mortgagee and any purchaser at any sale of the Collateral hereunder and relating hereto, in each case, against all other Liens, subject only to the Permitted Encumbrances.

3.2 Acquisition of Interest in Production Leased Parcel. If Mortgagor acquires the fee or any other interest in any Realty Collateral originally subject to a Production Lease, then, such acquired interest shall (to the extent not prohibited by Applicable Law) immediately become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as if Mortgagor now owned it and as if this Mortgage specifically described it, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument. In the event of any such acquisition, the fee and leasehold interests in such Realty Collateral, unless Mortgagee elects otherwise in writing, remain separate and distinct and shall not merge, notwithstanding any principle of law to the contrary.

3.3 New Production Lease. If any Production Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision of such Production Lease, Mortgagee or its designee shall acquire from lessor a new lease of the relevant leased premises, then Mortgagor shall have no right, title or interest in or to such new lease or the estate created thereby.

3.4 **No Merger of Leasehold.** Notwithstanding (i) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate or of the subject property or in the leasehold created by a Production Lease, (ii) the operation of law or (iii) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate or into the leasehold created by such Lease and the lessee under such Lease shall remain obligated to perform such Lease in accordance with its terms.

**ARTICLE IV
[RESERVED]**

**ARTICLE V
Assignment of Rents and Leases**

5.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the "**Rents**"), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this **Section 5.1** is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

5.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this **Section 5.2** is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

5.3 **[Reserved].**

5.4 **[Reserved].**

5.5 **Mortgagee in Possession.** Mortgagee's acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any

expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

5.6 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

5.7 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

5.8 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

5.9 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE VI

Mortgagor's Warranties and Covenants

6.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

6.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

6.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, including its leasehold estate created under the Production Leases, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any

material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). To the extent not prohibited by Applicable Law, Mortgagor has the right and authority to convey, and grant a security interest in, the leasehold estate created under the Production Lease and does hereby convey, and grant a security interest in, the leasehold estate created under the Production Lease. The leasehold estate created under the Production Lease is a first and paramount Lien subject to no Liens other than the Permitted Encumbrances. If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel.

(b) Regulatory Filings. All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

6.4 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a first priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances.

6.5 Recording. Mortgagee (or any designee of Mortgagee) shall (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a first priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral.

6.6 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of

insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE VII

Default

7.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Mortgage.

7.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VIII

Mortgagee's Rights

8.1 Rights to Realty Collateral Upon Default.

(a) **Operation of Property by Mortgagee.** Upon the Occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

- (i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;
- (ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and
- (iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery

and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, in lieu of or in addition to exercising (to the extent permitted by Applicable Law) the power of sale hereafter given, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Wisconsin, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure by Private Power of Sale of Collateral. Upon the occurrence and during the continuance of any Event of Default, the Mortgagee shall have the right and power to sell, as the Mortgagee may elect, all or a portion of the Collateral at one or more sales as an entirety or in parcels, in accordance with and as permitted by any Applicable Law. Mortgagor hereby designates as Mortgagor's address for the purpose of notice the address set out in Section 9.11; provided that Mortgagor may by written notice to Mortgagee designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance for owned real property binding Mortgagor and Mortgagor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or all of the Obligations are paid in full. Upon the occurrence of an Event of Default, Mortgagee will have the authority to appoint an attorney-in-fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchaser or purchasers. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisalment and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

8.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee

which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

8.3 Rights to Fixture Collateral Upon Default. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

8.4 Other Rights. In addition to the rights as described in Sections 8.1, 8.2 and 8.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

8.5 Account Debtors. Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

8.6 Costs and Expenses. All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing

its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

8.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

8.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

- (a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;
- (b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;
- (c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and
- (d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

8.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

8.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE IX Miscellaneous

9.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to Sections 4.1(i), 8.6 or 9.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

9.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuation of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 9.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 8.6 above.

9.3 **Termination.** If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

9.4 **Renewals, Amendments and Other Security.** To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security

waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

9.5 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

9.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

9.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Majority Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

9.8 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

9.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

9.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com
with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: PNC Bank, National Association
c/o PNC Business Credit
2100 Ross Avenue, Suite 1850
Dallas, Texas 75201
Attention: Ron Eckhoff
Telephone: (214) 871-1261
Facsimile: (214) 871-2015

with a copy to:

PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Lisa Pierce
Telephone: (412) 762-6442
Facsimile: (412) 762-8672

9.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confining this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

9.13 **Successors and Assigns.**

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

9.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

9.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or anyone or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

9.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal

of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

9.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

9.18 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, ensealing and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

9.19 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

9.20 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or

instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

9.21 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

9.22 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

9.23 **Confirmation and Restatement.** (i) The Mortgagor, to induce the Mortgagee to consummate the transactions contemplated by the Amended and Restated Credit Agreement, and in order to continue to secure the payment of the Obligations, hereby confirms and restates: (a) the conveyance pursuant to the Existing Mortgage to or for the benefit of the Mortgagee of the Collateral, (b) the grant pursuant to the Existing Mortgage to or for the benefit of the Mortgagee of a mortgage lien and security interest in the Collateral, (c) the assurance that the Existing Mortgage secures the Obligations and (d) the assurance that this Mortgage secures the Obligations as amended pursuant to the Amended and Restated Credit Agreement. Nothing contained in this Mortgage shall be construed as (a) a novation of the Obligations (as defined in the Existing Mortgage) or (b) a release or waiver of all of any portion of the conveyance to or for the benefit of the Mortgagee of the Collateral or the grant to or for the benefit of the Mortgagee of mortgage lien and a security interest in the Collateral pursuant to the Existing Mortgage.

(ii) This Mortgage amends and restates in its entirety the Existing Mortgage.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed in multiple originals and effective as of the Effective Date.

MORTGAGOR:

SUPERIOR SILICA SANDS LLC, a Texas
limited liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Robert Lane
Title: Chief Financial Officer

Organizational Number of Mortgagor is: 800987986

THE STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on this 24th day of June, 2014, by Robert Lane, as an authorized signatory* of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.

*and Chief Financial Officer

Notary Public in and for
the State of Illinois

Maureen M. Ferrara



SCHEDULE I

- Lease and Royalty Agreement dated as of March 10, 2011, among Chris C. Culver, Linda M. Culver, Dennis C. Culver, Patsy L. Culver, and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Lease and Royalty Agreement dated as of July 11, 2012, among Eric F. Larson, Lacey Larson, and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Lease and Royalty Agreement dated as of July 11, 2012, among Kenneth F. Larson, Lorna Larson, and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Lease and Royalty Agreement dated as of July 11, 2012, among David Fall, Pamela Fall, and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Lease and Royalty Agreement dated as of July 11, 2012, among Dale Scribner, Debra Scribner, and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Lease and Royalty Agreement dated as of July 11, 2012, among Phillip A. Larson, Albertina H. Larson, and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Surface Lease Agreement dated as of July 11, 2012, among Kenneth F. Larson, Lorna Larson, and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Lease and Royalty Agreement, dated as of January 23, 2013, by and among Cory Picknell and Janelle Picknell and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Lease and Royalty Agreement, dated as of January 23, 2013, by and among David M. and Marilyn J. Lundequam and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Surface Lease Agreement, dated as of October 13, 2013, by and among David M. and Marilyn J. Lundequam and Mortgagor, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.

EXHIBIT A

EXHIBIT A

Phillip Larson Mineral Lease

The NW 1/4 of the SE 1/4 of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin

AND

The SW 1/4 of the SE 1/4 of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin except lands conveyed for highway purposes in Volume 132 of Records, Page 266 as Document #319461.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/6/2012, LAST REVISED 1/4/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the South 1/4 corner of said Section 30; thence N 00° 12' 43" W along the West line of said SW 1/4 of the SE 1/4, 40.00 feet to the North right of way of C.T.H. P and the point of beginning; thence N 00° 12' 43" W along the West line of said SW 1/4 of the SE 1/4 and NW 1/4 of the SE 1/4, 2589.82 feet to the Northwest corner of said NW 1/4 of the SE 1/4; thence S 89° 48' 04" E along the North line of said NW 1/4 of the SE 1/4, 1320.81 feet to the Northeast corner of said NW 1/4 of the SE 1/4; thence S 00° 09' 19" E along the East line of said NW 1/4 of the SE 1/4 and SW 1/4 of the SE 1/4, 2572.36 feet to the North right-of-way of C.T.H. P; thence N 89° 41' 24" W along said North right of way, 503.82 feet; thence S 00° 09' 19" E along said North right of way, 20.00 feet; thence N 89° 41' 24" W along said North right of way, 814.44 feet to the point of beginning.

David Fall Mineral Lease

All that part of the SE¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin lying West of the centerline of the town road running in a Northerly and Southerly direction through said SE¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, EXCEPT lands conveyed for highway purposes in Volume 132 of Records, Page 266 as Document #319461.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/6/2012, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the Southeast corner of said Section 30, which is the point of beginning; thence N 89° 41' 24" W along the South line of said SE ¼, 571.99; thence N 00° 09' 20" W, 33.00 feet
(Superior Silica Sands LLC – Barron County, WI)

to the North right of way of C.T.H. P; thence continuing N 00° 09' 20" W along said North right of way, 7.00 feet; thence N 89° 41' 24" W along said North right of way, 350.01 feet; thence N 00° 09' 18" W along said North right of way, 20.00 feet; thence N 89° 41' 24" W along said North right of way, 396.21 feet to the West line of said SE ¼ of the SE ¼; thence N 00° 09' 19" W along said West line, 1256.18 feet to the Northwest corner of said SE ¼ of the SE ¼; thence S 89° 44' 44" E along the North line of said SE ¼ of the SE ¼, 1221.77 feet to the centerline of 7th Street; thence S 35° 14' 46" W along said centerline, 147.67 feet; thence along said centerline along the arc of a curve deflecting easterly that has a radius of 350.00 feet, a central angle of 63° 28' 05", a chord bearing of S 03° 30' 44" W, and a chord length of 368.18 feet, 387.70 feet; thence S 28° 13' 19" E along said centerline, 243.12 feet; thence along said centerline along the arc of a curve deflecting westerly that has a radius of 650.00 feet, a central angle of 25° 50' 46", a chord bearing of S 15° 17' 55" E, and a chord length of 290.74 feet, 293.22 feet; thence S 02° 22' 32" E along said centerline, 302.38 feet; thence S 06° 09' 29" E along said centerline, 33.21 feet to the point of beginning.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/6/2012, LAST REVISED 1/4/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the Southeast corner of said Section 30; thence N 89° 41' 24" W along the South line of said SE ¼, 2.19 feet to the point of beginning; thence continuing N 89° 41' 24" W along said South line, 569.80 feet; thence N 00° 09' 20" W along the east line of Volume 132 of Records, Page 266, 33.00 feet to the North right of way of C.T.H. P; thence continuing N 00° 09' 20" W along said North right of way, 7.00 feet; thence N 89° 41' 24" W along said North right of way, 350.01 feet; thence N 00° 09' 18" W along said North right of way, 20.00 feet; thence N 89° 41' 24" W along said North right of way, 396.21 feet to the West line of said SE ¼ of the SE ¼; thence N 00° 09' 19" W along said West line, 1256.18 feet to the Northwest corner of said SE ¼ of the SE ¼; thence S 89° 44' 44" E along the North line of said SE ¼ of the SE ¼, 1221.77 feet to the centerline of 7th Street; thence S 35° 14' 46" W along said centerline, 147.67 feet; thence along said centerline along the arc of a curve deflecting easterly that has a radius of 350.00 feet, a central angle of 63° 28' 05", a chord bearing of S 03° 30' 44" W, and a chord length of 368.18 feet, 387.70 feet; thence S 28° 13' 19" E along said centerline, 243.12 feet; thence along said centerline along the arc of a curve deflecting westerly that has a radius of 650.00 feet, a central angle of 25° 50' 46", a chord bearing of S 15° 17' 55" E, and a chord length of 290.74 feet, 293.22 feet; thence S 02° 22' 32" E along said centerline, 302.38 feet; thence continuing S 02° 22' 32" E along said centerline, 33.04 feet to the point of beginning.

Kenneth Larson Surface Lease

The SE 1/4 of the SW 1/4 of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin except lands conveyed for highway purposes in Volume 132 of Deeds, Page 267, as Document #319462.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M.

RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the South 1/4 corner of said Section 30; thence N 00° 12' 43" W along the East line of said SW 1/4, 50.00 feet to the North right of way of C.T.H. P and the point of beginning; thence N 89°25'26" W along said North right of way, 135.01 feet; thence S 00°12'43" E along said North right of way, 10.00 feet; thence N 89°25'26" W along said North right of way, 1182.21 feet to the West line of said SE 1/4 of the SW 1/4; thence N 00°05'24" W along said West line, 1270.55 feet to the Northwest corner of said SE 1/4 of the SW 1/4; thence S 89°36'43" E along the North line of said SE 1/4 of the SW 1/4, 1314.47 feet to the Northeast corner of said SE 1/4 of the SW 1/4; thence S 00°12'43" E along the East line of said SE 1/4 of the SW 1/4, 1264.91 feet to the point of beginning.

Kenneth Larson Mineral Lease

The NW 1/4 of the SW 1/4 of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin except the North 1 rod thereof.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the West 1/4 corner of said Section 30; thence S 00°03'32" W along the West line of the fractional NW 1/4 of the SW 1/4, 16.50 feet to the South line of the North 1 rod of said fractional NW 1/4 of the SW 1/4, and the point of beginning; thence S 89°48'04" E along said South line, 1284.14 feet to the East line of said fractional NW 1/4 of the SW 1/4; thence S 00°05'24" E along said East line, 1294.05 feet to the Southeast corner of said fractional NW 1/4 of the SW 1/4; thence N 89°36'43" W along the South line of said fractional NW 1/4 of the SW 1/4, 1287.52 feet to the Southwest corner of said fractional NW 1/4 of the SW 1/4; thence N 00°03'32" E along the West line of said fractional NW 1/4 of the SW 1/4, 1289.79 feet to the point of beginning.

Eric Larson Mineral Lease

The NE 1/4 of the SW 1/4 of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the South 1/4 corner of said Section 30; thence N 00° 12' 43" W along the East line of said SW 1/4, 1314.91 feet to the Southeast corner of said NE 1/4 of the SW 1/4, and the point of beginning; thence N 89° 36' 43" W along the South line of said NE 1/4 of the SW 1/4, 1314.47 feet to the Southwest corner of said NE 1/4 of the SW 1/4; thence N 00° 05' 24" W along the West line of said NE 1/4 of the SW 1/4, 1310.55 feet to the Northwest corner of said NE 1/4 of the SW 1/4; thence S 89° 48' 04" E along the North line of said NE 1/4 of the SW 1/4, 1311.64 feet to the Northeast corner of said NE 1/4 of the SW 1/4; thence S 00° 12' 43" E along the East line of said NE 1/4 of the SW 1/4, 1314.91 feet to the point of beginning.

Dale Scribner Mineral Lease

The North one-half of the NW 1/4 of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin, except the North 40 feet thereof and except lands conveyed for highway purposes in Volume 132 of Deeds, Page 268 as Document #319463;

AND

The West one-half of the NW 1/4 of the NE 1/4 of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin; except lands conveyed for highway purposes in Volume 132 of Deeds, Page 265 as Document #319460;

AND

The SW 1/4 of the NE 1/4 of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/6/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the North 1/4 Corner of said Section 31; thence S 00° 07' 49" E along the East line of said NE 1/4 of the NW 1/4, 40.00 feet to the South right of way of C.T.H. P and the point of beginning; thence S 89° 41' 24" E along said South right-of-way, 659.09 feet to the Northeast corner of said W 1/2 of the NW 1/4 of the NE 1/4; thence S 00° 06' 14" E along the East line of said W 1/2 of the NW 1/4 of the NE 1/4, 1264.29 feet to the Southeast corner of said W 1/2 of the NW 1/4 of the NE 1/4; thence S 89° 45' 57" E along the North line of said SW 1/4 of the NE 1/4, 658.51 feet to the Northeast corner of said SW 1/4 of the NE 1/4; thence S 00° 04' 40" E along the East line of said SW 1/4 of the NE 1/4, 1303.41 feet to the Southeast corner of said SW 1/4 of the NE 1/4; thence N 89° 50' 30" W along the South line of said SW 1/4 of the NE 1/4, 1315.81 feet to the Southwest corner of said SW 1/4 of the NE 1/4; thence N 00° 07' 49" W along the West line of said SW 1/4 of the NE 1/4, 1305.16 feet to the Southeast corner of said NE 1/4 of the NW 1/4; thence N 89° 38' 03" W along the South line of said NE 1/4 of the NW 1/4 and the fractional NW 1/4 of the NW 1/4, 2627.06 feet to the Southwest corner of said fractional NW 1/4 of the NW 1/4; thence N 00° 41' 35" E along the West line of said fractional NW 1/4 of the NW 1/4, 1274.71 feet to the South right of way of C.T.H. P; thence S 89° 25' 26" E along said South right of way, 2608.84 feet to the point of beginning.

**New Auburn Plant
Barron County Property**

Tract I:

Outlot 2 of Certified Survey Map #5821 recorded in Volume 39 of Certified Survey Maps, Page 81, as Document #777263, Town of Dovre, Barron County, Wisconsin.

Tract II:

Lot 1 of Certified Survey Map #5612 recorded in Volume 38 of Certified Survey Maps, Page 60, as Document #75048, Town of Dovre, Barron County, Wisconsin.

Tract III:

Outlot 1 of Certified Survey Map #5612 recorded in Volume 38 of Certified Survey Maps, Page 60, as Document #75048, Town of Dovre, Barron County, Wisconsin.

Tract IV:

The Westerly 50 feet of the 250 foot wide railroad right of way, located in the SEY4 of the SEY4 of Section 35, Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin.

Tract VI:

Outlot 4 of Certified Survey Map No. 5880 recorded in Volume 39 of Certified Survey Maps, Page 140, as Document No. 785496, being a part of the NW1/4 of the NE 1/4, part of the SW 1/4 of the NE 1/4, part of the SE 1/4 of the NE 1/4 and part of the NE 1/4 of the SE 1/4, Section 35, Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin.

Tract VII:

That part of the SE 1/4 of the SE 1/4 of Section 35, Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin; lying West of the railroad right-of-way and described as follows: Commencing at the intersection of the South forty line and the West line of the railroad right-of-way; thence West along the South forty line 259 feet; thence North 469 feet; thence East 127 feet to the railroad right-of-way; thence Southerly along said railroad right-of-way to the point of beginning.

**Clinton Plant
Barron County, WI**

That part of the SE $\frac{1}{4}$ of Section 23, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin, lying South of Vermillion River.

AND

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$;

That part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying North of the North right of way line of the Soo Line Railroad;

All in Section 26, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED JUNE 19, 2012, PROJECT NO. 12373011, AS FOLLOWS:

Beginning at the South $\frac{1}{4}$ Corner of said Section 23; thence N 00° 48' 44" E, along the West line of the SE $\frac{1}{4}$ of said Section 23, 300.00 feet to a meander corner located S 00° 48' 44" W, 138 feet more or less from the thread of the Vermillion River; thence N 53° 58' 02" E along a meander line, 551.26 feet; thence N 31° 12' 47" E, along said meander line, 600.76 feet; thence N 61° 04' 47" E, along said meander line, 229.63 feet; thence S 09° 38' 04" E, along said meander line, 1293.22 feet to the South line of the SE $\frac{1}{4}$ of said Section 23 and a meander corner located N 88° 44' 30" W, 440 feet more or less from the thread of the Vermillion River; thence S 88° 44' 30" E, along the South line of the SE $\frac{1}{4}$ of said Section 23, 136.00 feet to the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence S 00° 18' 02" E, along the East line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, 1,821.74 feet to the North right-of-way of the former Soo Line Railroad (now Canadian National Railway); thence N 79° 13' 31" W, along said right-of-way, 356.57 feet to the start of a curve concave to the North, having a radius of 2,817.43 feet, a central angle of 09° 54' 47", along chord bearing of N 74° 16' 07" W, and a long chord length of 486.86 feet; thence Westerly along said curve and said right-of-way, an arc distance of 487.46 feet; thence N 69° 18' 44" W, along said right-of-way, 539.70 feet to the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence N 00° 01' 13" W along the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, 1,461.27 feet to the Point of Beginning.

Including all that land lying between the West line of the SE $\frac{1}{4}$ of said Section 23, the South line of the SE $\frac{1}{4}$ of said Section 23, the meander line, and the thread of the Vermillion River.

**Ludequam Lease and Royalty Agreement &
Ludequam Mineral and Surface Lease**

NE 1/4-NW-1/4;

NW 1/4-NW 1/4 except;

- a) That part for highway right-of-way conveyed in Deeds 132-245, No. 319137;
- b) That part contained in CSM 31-151, CSM Map No. 4547;

SW 1/4-NW 1/4 except;

- a) That part for highway right-of-way conveyed in Deeds 132-244, No. 319136;
- b) That part contained in CSM 31-151, CSM Map No. 4547;

All in Section 32, Township 33 North, Range 13 West, in the Township of Arland, Barron County, Wisconsin.

Parcel Nos: 004-3200-07-000, 004-3200-08-000 and 004-3200-09-000

Picknell Mineral Lease

The SW1/4 of the NE1/4 of Section 32, Township 33 North, Range 13 West, Township of Arland, Barron County, Wisconsin.

Parcel No: 004-3200-05-000

AND

The SE1/4 of the NW1/4 of Section 32, Township 33 North, Range 13 West, Township of Arland, Barron County, Wisconsin.

Parcel No: 004-3200-10-000

Document Name

First Lien Mortgage, Security
Agreement, Financing Statement,
Fixture Filings and Assignment of
Rents and Leases

Document Number

Document Number: 381405
Volume: 611 Page: 844
Shari Mara
Register of Deeds
Jackson County, WI
Recorded: 02/22/2016
at: 03:15 PM
Transfer Tax Paid: \$0.00
Transfer Tax Exempt #
Recording Fee Paid: \$30.00
Number of Pages: 36

Recording Area

LMT

Name and Return Address:
Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005

See Exhibit A

Parcel Identification Number (PIN)

This instrument was drafted by: Thomas E. Charbonneau, Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005

36

Jackson County, Wisconsin

THIS FIRST LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may be amended, amended and restated, modified or supplemented from time to time, the "Mortgage") dated effective as of February 19, 2016 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, having an address at 180 State Street, Suite 225, Southlake, Texas 76092 ("Mortgagor"), in favor of PNC BANK, NATIONAL ASSOCIATION, having an address at 2100 Ross Avenue, Suite 1850, Dallas, Texas 75201, as administrative and collateral agent (in such capacity, the "Mortgagee"), for the financial institutions which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014, as (i) amended pursuant to First Amendment to Amended and Restated Revolving Credit and Security Agreement dated as of April 6, 2015 and (ii) Amendment No. 2 to Amended and Restated Revolving Credit and Security Agreement dated as of November 20, 2015 (collectively, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the defined terms of which are used herein unless otherwise defined herein, by and among Emerge Energy Service, LP, a Delaware limited partnership (the "Parent"), Emerge Energy Services Operating LLC, a Delaware limited liability company ("Emerge"), Allied Energy Company LLC, an Alabama limited liability company ("AEC"), Allied Renewable Energy, LLC, a Delaware limited liability company ("ARE"), Direct Fuels LLC, a Delaware limited liability company ("Direct Fuels"), Emerge Energy Distributors Inc., a Delaware corporation ("EED"), Mortgagor, (Mortgagor, together with Emerge, AEC, ARE, Direct Fuels, EED and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent, the Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the Credit Agreement.

B. Mortgagor acquired certain fee and leasehold interests in Jackson County, Wisconsin as more particularly described herein and on Schedule I and Exhibit A attached hereto.

C. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement and a condition to the Issuer issuing Letters of Credit under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

D. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 6.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases including the Production Leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the

Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 “Mortgage” shall have the meaning set forth in the preamble.

1.9 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 “Production Leases” means those certain leases described on Schedule I attached hereto and incorporated herein for all purposes, including any and all modifications, extensions, amendments and renewals thereof.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, to the land and Leases described on Exhibit A attached hereto and made a part hereof for all purposes, including any portion of the leasehold estate created under the Production Leases now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor’s interest therein be incorrectly described in, or a description of part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 “Rents” has the meaning set forth in Section 4.1 hereof.

1.14 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 “UCC” shall have the meaning set forth in Section 2.4 hereof.

1.17 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this

Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term "including" means "including without limitation".

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor's estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents, leases, profits from and to the Collateral; (c) all awards and payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Revolving and Future Advances.** It is contemplated and acknowledged that the Obligations may include revolving and future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor authorizes Mortgagee to file one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III Production Leases

3.1 **Production Lease.** Mortgagor represents, warrants, covenants, and agrees as follows:

(a) Mortgagor has delivered to Mortgagee a true, correct and complete copy of each Production Lease, including all amendments and modifications, written or oral, existing as of the date hereof.

(b) Each Production Lease is valid and enforceable and in full force and effect, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally and by general principles of equity whether applied by a court of law or equity, and has not been modified or amended in any manner whatsoever, except as disclosed to Mortgagee in writing. Neither the Mortgagor nor the lessor under any Production Lease has commenced any action or given or received any notice for the purpose of terminating such Production Lease and the interest of the lessee under each Production Lease is vested solely in the Mortgagor.

(c) Mortgagor has not executed or entered into any modifications or amendments of any Production Lease, either orally or in writing, other than written amendments that have been disclosed to Mortgagee in writing.

(d) Mortgagor is not in default under any Production Lease and, to Mortgagor's knowledge, the lessor of such Production Lease is not in default thereunder. To Mortgagor's knowledge, no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a default or would entitle Mortgagor or any other party under any Production Lease to cancel the same or otherwise avoid its obligations.

(e) Except for this Mortgage or other assignments in favor of Mortgagee, Mortgagor has not executed any assignment or pledge of any Production Lease or Mortgagor's right, title and interest in the same.

(f) This Mortgage conforms and complies with each Production Lease, does not constitute a violation or default under any Production Lease, and is and shall at all times constitute a valid Lien (subject only to Permitted Encumbrances) on Mortgagor's interests in the Production Leases.

(g) Mortgagor shall pay, when due and payable, the rentals, additional rentals, and other charges required by, and payable under, any Production Lease in accordance with such Production Lease.

(h) Mortgagor shall perform and observe all material terms, covenants, and conditions that Mortgagor must perform and observe as lessee under each Production Lease, and do everything

necessary to preserve and to keep unimpaired (other than Permitted Encumbrances) Mortgagor's rights under each Production Lease. Mortgagor shall provide all insurance required by each Production Lease. Mortgagor shall use all commercially reasonable efforts to enforce the lessor's obligations under each Production Lease so that Mortgagor may enjoy all its rights as lessee under such Production Lease. Mortgagor shall furnish to Mortgagee all information that Mortgagee may reasonably request from time to time concerning Mortgagor's compliance with the Production Leases.

(i) Mortgagor shall promptly deliver to Mortgagee a copy of any notice of default or termination that it receives from any lessor under any Production Lease.

(j) Mortgagor shall not, without Mortgagee's consent, consent or refuse to consent to any action that the lessor or any third party takes or desires to take pursuant to the terms and provisions of a Production Lease if such action has a material adverse effect on such Production Lease or Mortgagor's rights thereunder.

(k) Mortgagor's obligations under this Mortgage are independent of and in addition to Mortgagor's obligations under the Production Leases. Nothing in this Mortgage shall be construed to require Mortgagor or Mortgagee to take or omit to take any action that would cause a default under the Production Leases.

(l) The Mortgagor shall forever warrant and defend (i) its estate, right, title and interest in and to the Collateral, (ii) the validity, enforceability and, subject to the Permitted Encumbrances, priority of the Lien of this Mortgage on the Collateral, and (iii) the right, title and interest of the Mortgagee and any purchaser at any sale of the Collateral hereunder and relating hereto, in each case, against all other Liens, subject only to the Permitted Encumbrances.

3.2 **Acquisition of Interest in Production Leased Parcel.** If Mortgagor acquires the fee or any other interest in any Realty Collateral originally subject to a Production Lease, then, such acquired interest shall (to the extent not prohibited by Applicable Law) immediately become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as if Mortgagor now owned it and as if this Mortgage specifically described it, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument. In the event of any such acquisition, the fee and leasehold interests in such Realty Collateral, unless Mortgagee elects otherwise in writing, remain separate and distinct and shall not merge, notwithstanding any principle of law to the contrary.

3.3 **New Production Lease.** If any Production Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision of such Production Lease, Mortgagee or its designee shall acquire from lessor a new lease of the relevant leased premises, then Mortgagor shall have no right, title or interest in or to such new lease or the estate created thereby.

3.4 **No Merger of Leasehold.** Notwithstanding (i) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate or of the subject property or in the leasehold created by a Production Lease, (ii) the operation of law or (iii) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate or into the leasehold created by such Lease and the lessee under such Lease shall remain obligated to perform such Lease in accordance with its terms.

ARTICLE IV
Assignment of Rents and Leases

4.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the "**Rents**"), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this **Section 4.1** is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

4.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this Section 4.2 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

4.3 **Mortgagee in Possession.** Mortgagee's acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

4.4 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

4.5 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

853

4.6 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

4.7 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE V

Mortgagor's Warranties and Covenants

5.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

5.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

5.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, including its leasehold estate created under the Production Leases, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). To the extent not prohibited by Applicable Law, Mortgagor has the right and authority to convey, and grant a security interest in, the leasehold estate created under the Production Lease and does hereby convey, and grant a security interest in, the leasehold estate created under the Production Lease. The leasehold estate created under the Production Lease is a first and paramount Lien subject to no Liens other than the Permitted Encumbrances. If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel. Mortgagor warrants that the Realty Collateral is not homestead property. This Instrument is not a Purchase Money Mortgage as defined in Wisconsin Statutes Section 708.09 or a Construction Mortgage as defined in Wisconsin Statutes Section 706.11(1m)(a)(2).

854

(b) Regulatory Filings. All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

5.4 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a first priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances.

5.5 Recording. Mortgagee (or any designee of Mortgagee) shall (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a first priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral. Within 30 days after full performance Mortgagee shall submit for recording a satisfaction of the Mortgage in accordance with Wisconsin Statute Section 708.15(5)(a).

5.6 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE VI Default

6.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Mortgage.

6.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VII Mortgagee's Rights

7.1 **Rights to Realty Collateral Upon Default.**

(a) **Operation of Property by Mortgagee.** Upon the Occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

- (i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;
- (ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and
- (iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, to the extent permitted by Applicable Law, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure of Collateral. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default. Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.102, as amended or renumbered from time to time, permitting Lender, if the court makes an affirmative finding upon proper evidence being submitted that the Property has been abandoned by Mortgagor and assigns, to hold the foreclosure sale of such Property upon the expiration of five weeks from the date when a foreclosure judgment is entered.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and

Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisal and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in

whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

7.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

7.3 Rights to Fixture Collateral Upon Default. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either

Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

7.4 **Other Rights.** In addition to the rights as described in Sections 7.1, 7.2 and 7.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

7.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

7.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

7.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

7.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

- (a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

7.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

7.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE VIII Miscellaneous

8.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to 7.6 or 8.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

8.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuation of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 8.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 7.6 above.

8.3 **Termination.** If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

8.4 **Renewals, Amendments and Other Security.** To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

8.5 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

8.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in

such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

8.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Majority Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

8.8 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

8.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

8.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Joseph C. Tusa, Jr.
Telephone: (817) 865-2541
Facsimile: (817) 865-5900
Email: jtusa@emergelp.com
with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250

Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: PNC Bank, National Association
c/o PNC Business Credit
2100 Ross Avenue, Suite 1850
Dallas, Texas 75201
Attention: Ron Eckhoff
Telephone: (214) 871-1261
Facsimile: (214) 871-2015

with a copy to:

PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Lisa Pierce
Telephone: (412) 762-6442
Facsimile: (412) 762-8672

8.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such

awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confining this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

8.13 Successors and Assigns.

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested

with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

8.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

8.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or anyone or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

8.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

8.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit

Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

8.18 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, sealing and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

8.19 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

8.20 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

8.21 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

8.22 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

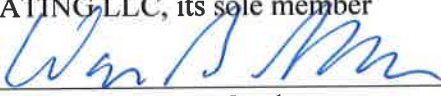
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed and effective as of the Effective Date.

MORTGAGOR:

SUPERIOR SILICA SANDS LLC, a Texas limited liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Warren B. Bonham
Title: Vice President

Organizational Number of Mortgagor is: 800987986

869

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 11 day of February, 2016, by Warren B. Bonham, as Vice President of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.

Tiffany Perez
Notary Public in and for
the State of TEXAS



(Superior Silica Sands LLC – Jackson County, WI)

SCHEDULE I

- That certain unrecorded Lease and Mining Agreement dated December 6, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 287, Document No. 369297 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 425, Document No. 380929 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Massman Lease - Avon").
- That certain unrecorded Lease and Mining Agreement dated as of December 28, 2011, as evidenced by that certain Memorandum of Lease and Mining Agreement December 28, 2011 and recorded December 30, 2011 in Book 559, Page 180, Document No. 363364, as amended by that certain unrecorded Ratification and First Amendment to Lease and Mining Agreement dated December 8, 2015, as evidenced by the certain First Amendment to Memorandum of Lease and Mining Agreement dated December 8, 2015 and recorded December 30, 2015 in Book 610, page 401, Document No. 380923 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 428, Document No. 380930 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "South Alma Sand Lease - Avon").
- That certain unrecorded Lease and Mining Agreement dated December 6, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 279, Document No. 369295 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 431, Document No. 380931 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Lingo Lease - Avon").
- That certain unrecorded Lease and Mining Agreement dated as of December 6, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 275, Document No. 369294 in the Office of Register of Deeds for Jackson County, Wisconsin, as amended by that certain unrecorded First Amendment to Lease and Mining Agreement dated December 10, 2015; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015

and recorded December 30, 2015 as Document No. 380925 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time ("Mahtowa Lease - Avon").

- That certain unrecorded Lease and Mining Agreement dated as of December 28, 2011, as evidenced by that certain Memorandum of Lease and Mining Agreement December 28, 2011 and recorded December 30, 2011 in Book 559, Page 186, Document No. 363365, as amended by that certain Ratification and First Amendment to Lease and Mining Agreement dated December 8, 2015, as evidenced by the certain First Amendment to Memorandum of Lease and Mining Agreement dated December 8, 2015 and recorded December 30, 2015 in Book 610, Page 406, Document No. 380924 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 433, Document No. 380932 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "South Alma Sand Lease - Meek").
- That certain unrecorded Lease and Mining Agreement dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 291, Document No. 369298 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 436, Document No. 380933 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Walasek Lease - Meek").
- That certain unrecorded Lease and Mining Agreement dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 270, Document No. 369292 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 439, Document No. 380934 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Ace/Elsner Lease - Meek").
- That certain unrecorded Lease and Mining Agreement dated as of November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 274, Document No. 369293 in the Office of Register of Deeds for Jackson County, Wisconsin, as amended by that certain unrecorded First Amendment to Lease and Mining Agreement dated December 10, 2015; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 415, Document No. 380926 in the

Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Laufenberg Lease – Meek").

- Those certain unrecorded Lease and Mining Agreements all dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 263, Document No. 369291 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 418, Document No. 380927 in the Office of Register of Deeds for Jackson County, Wisconsin (the "Dirk/Knoll Lease - Meek").
- That certain unrecorded Lease and Mining Agreement dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 283, Document No. 369296 in the Office of Register of Deeds for Jackson County, Wisconsin, as amended by that certain unrecorded First Amendment to Lease and Mining Agreement dated December 10, 2015; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 421, Document No. 380928 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Dirk Lease - Meek").

EXHIBIT A

FEE SIMPLE TRACTS (Tracts 1–5)

Tract 1 (formerly Martin)

Lot 3 of Certified Survey Map #3678 as recorded in Volume 15 of Certified Survey Maps on Page 334 as Document #366958; being a part of Lot 1 of Certified Survey Map #1619 as recorded in Volume 7 of Certified Survey Maps on Page 190 as Document #283175; located in the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 of Section 35, Township 23 North, Range 4 West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel No.: 006-0578.0005

Tract 2 (formerly Matalas)

That part of the Northeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0614.0000

That part of the Northwest Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0615.0010

That part of Southeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0617.0000

Tract 3 (formerly Larsen)

That part of the West Half of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad.

(Superior Silica Sands LLC – Jackson County, WI)

AND that part of the Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad and North of the Centerline of Garage Road as presently located and travelled.

EXCEPT the following described parcels:

- 1) The Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West.
- 2) Commencing on the South line of said Section One, Township Twenty-two North, Range Four West at a point 168 feet West of the South Quarter corner of said Section One and the point of beginning of this EXCEPTION; thence North $00^{\circ}23'00''$ West 2062.8 feet to a fence line; thence North $86^{\circ}33'15''$ West, along said fence line, 726.4 feet thence North $19^{\circ}12'00''$ West, along said fence line, 257.00 feet; thence North $34^{\circ}33'00''$ West 292.00 feet; thence South $79^{\circ}10'00''$ West 414.7 feet, more or less, to the East right-of-way of the Union Pacific Railroad; thence Southeasterly 3173 feet, more or less, to the centerline of Garage Road as presently located and travelled; thence Easterly, along said centerline, to a point 188 feet West of the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West as measured perpendicular to said East line; thence North $00^{\circ}00'00''$ East 506.13 feet to the South line of said Section One, Township Twenty-two North, Range Four West; thence Easterly, along said South line, 20 feet to the point of beginning of this EXCEPTION. Bearings are referenced to the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve which is assumed to bear North $00^{\circ}00'00''$ East.

Tax Parcel No.: 006-0785.0020

Tract 4 (formerly Olson)

A Parcel of land being located in the Northeast Quarter of the Northeast Quarter of Section Two, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin described as follows: Beginning at the Northeast corner of said Section Two; thence South $00^{\circ}54'58''$ West, 179.07 feet to the Easterly Railroad right of way; thence North $19^{\circ}39'34''$ West along said right of way, 190.00 feet to the North line of said Section Two; thence North $89^{\circ}53'46''$ East along said North line, 66.78 feet to the point of beginning.

Tax Parcel No.: 006-0622.0005

Tract 5 (formerly Schneider)

PARCEL A: Part of the East One-half of the Southeast Quarter of Section Thirty-five and part of the Southwest Quarter of the Southwest Quarter of Section Thirty-six, Township Twenty-Three North, Range Four West, Town of Alma, Jackson County, Wisconsin, described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Southeast Quarter of Section Thirty-five and the point of beginning of this description; thence South $89^{\circ}53'46''$ West 66.78 feet to the Easterly right-of-way of the Union Pacific Railroad; thence North

19°39'34" West, along said right-of-way, 2801.67 feet to the North line of the Northeast Quarter of said Southeast Quarter of Section Thirty-five; thence North 89°28'31" East, along said North line, 837.74 feet; thence South 00°28'59" East 1473.27 feet; thence South 89°50'33" East 149.43 feet; thence South 19°39'34" East 1245.32 feet to the South line of said Southwest Quarter of the Southwest Quarter of Section 36; thence North 89°56'17" West, along said South line, 409.17 feet to the point of beginning.

Tax Parcel Nos.: 006-0586.0000; 006-0589.0000; 006-0600.0015; and 006-0600.0010

PARCEL B: The Fractional Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel: 006-0610.0000

AVON MINE TRACTS (Tracts 6 – 9)

Tract 6 (Massman Lease - Avon)

The following property located in Jackson County, Wisconsin:

The South 1/2 of the Southwest 1/4 of Section 33, Township 23 North, Range 4 West less and except Lots 1 and 2 Jackson County Certified Survey Map No. 869 as recorded in Volume 4 of Surveys, Page 143, Document No. 248354.

Tax Parcel Nos. 006-0552.0000 and 006-0553.0000

Tract 7 (South Alma Sand Lease - Avon)

A parcel of land located in Section 32, T23N-R4W, Town of Alma, Jackson County, Wisconsin, described as follows:

- 1) The N 1/2 of the SE 1/4 - NW 1/4 except the following described lands:
Lot 1 of CSM No. 1692 as recorded in Volume 7 of Surveys, Page 301, Document No. 285980.
- 2) The SW 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.
- 3) The SE 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.

Tax Parcel Nos.: 006-0529.0000; 006-0530.0000 and 006-0534.0000

Tract 8 (Lingo Lease - Avon)

The following property located in Jackson County, Wisconsin:

The Southeast 1/4 less and except Lot 1 and outlot 1 of Jackson County Certified Survey Map No. 1414 as recorded in Volume 6 of Surveys, page 150, Document No. 274115, being part of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 23 North, Range 4 West.

Tax Parcel Nos: 006-0539.0000; 006-0540.0000; 006-0541.0000; and 006-0542.0000

Tract 9 (Mahtowa Lease - Avon)

Parcel 1

Lot Three of Jackson County Certified Survey Map No. 3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897, being part of the Southeast Quarter of the Northwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Parcel 2

The Northeast Quarter of the Southwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT Lot One of Jackson County Survey Map #3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897.

Tax Parcel Nos.: 006-0534.0015 and 006-0535.0005

MEEK MINE TRACTS (Tracts 10 - 15)

Tract 10 (South Alma Sand Lease - Meek)

A parcel of land located in Section Nineteen, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, Described as follows:

1) The Northeast Quarter EXCEPT the following described lands: Beginning at the North quarter corner of said Section Nineteen; thence North 89°20'10" East, along the North line of the Northeast Quarter, 50.71 feet to point on Wisconsin Department of Transportation right-of-way project No. 7366-05-00; thence South 03°08'13" East, along said right of way project, 30.01 feet; thence South 85°43'11" East, along said right of way project, 148.42 feet; thence South 89°41'33" East, along said right of way project, 349.79 feet; thence South 86°14'09" East, along said right of way project, 250.95 feet; thence North 86°39'43" East, along said right of way project, 226.71 feet; thence South 16°32'49" West, 1,021.71 feet; thence South 87°06'48" West,

729.24 feet to the N-S quarter line of said Section Nineteen; thence North 00°25'00" West, along the N-S quarter line, 1,064.75 feet to the point of beginning.

ALSO EXCEPTING those lands conveyed for highway purposes as set forth in Volume 404 of Records, page 968, Document No. 307476.

ALSO EXCEPTING those lands as described in Volume 279 of Records, page 528, Document No. 241013.

ALSO EXCEPTING Lot One of Jackson County Certified Survey Map No. 1141, Document No. 261867.

- 2) The Southeast Quarter of the Northwest Quarter.
- 3) The Northeast Quarter of the Southwest Quarter.
- 4) The Northwest Quarter of the Southwest Quarter.
- 5) The Northwest Quarter of the Southeast Quarter.
- 6) The North ½ of the Southwest Quarter of the Southeast Quarter.
- 7) The North 201.3 feet of the Southwest Quarter of the Southwest Quarter.

Tax Parcel Nos. 006-0891.0000; 006-0892.0005; 006-0893.0000; 006-0894.0000; 006-0898.0000; 006-0899.0000; 006-0900.0010; 006-0900.0005; 006-0900.0000; 006-0904.0000; 006-0905.0000; and 006-0901.0000

Tract 11 (Walasek Lease - Meek)

The Northwest Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Also, a perpetual easement across the West two rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Also, the easement rights set forth in the easement executed by Robert F. and Jeannine Capaul, No. 213921 in the Office of the Register of Deeds for Jackson County, Wisconsin.

Also, a perpetual easement for access purposes over the North two rods of the Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Tax Parcel: 024-0373.0000

Tract 12 (Ace/Elsner Lease - Meek)

Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West, Jackson County, Wisconsin, subject to a perpetual easement across the North 2 rods of the Northeast Quarter of the Southeast Quarter.

Also, a 2 rod easement along or near the North line of the land and premises located in a part of the Northwest Quarter of the Southwest Quarter, Section Nineteen, Township Twenty-two North, Range Four West described as follows:

Commencing at a point 2 rods East of the Southeast corner of the properties owned by Ronald Bandell; thence South 2 rods; thence West to the West line of said forty; thence North to the Northwest corner of said forty; thence East along the North line of said forty to the point of beginning.

Also, a perpetual easement across the lands and premises located in the West 2 rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Tax Parcel: 024-0372.0000

Tract 13 (Laufenberg Lease - Meek)

The East One-half of the Southeast Quarter, Section Nineteen, Township Twenty-Two North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT:

1. Those lands located southeast of Blencoe Road.
2. Lot 1 of Volume 13 S CSM Pg. 399 as Doc. No. 347402 Map No. 3309.

Tax Parcel Nos: 006-0906.0005 and 006-0903.0000

Tract 14 (Dirk/Knoll Lease - Meek)

PARCEL A: Lot three of Jackson County Certified Survey Map No. 2987 as recorded in Volume Twelve of Surveys, Page 284, Document No. 333964; being a part of the Northeast Quarter of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West.

Tax Parcel No.: 002-0507.0000

PARCEL B: A part of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, described as follows: Beginning at a point on the North line of said Northeast Quarter which lies North 89°13'35" East, 952.63 feet from the Northwest corner thereof; thence North 89°13'35" East, 1682.06 feet to the Northeast corner thereof; thence South 01°45'22" East on the East line thereof, 1340.54 feet; thence South 89°13'35" West, 1682.06 feet; thence North 01°45'22" West, 1340.54 feet to the point of beginning, EXCEPT Lot Three of Jackson County Certified Survey Map No. 2987.

Tax Parcel No.: 002-0507.0005

(Superior Silica Sands LLC – Jackson County, WI)

PARCEL C: A part of the South One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, as described as follows:

Beginning at a point on the East line of said Northeast Quarter which lies South 01°45'22" East, 1340.54 feet from the Northeast corner thereof; thence South 01°45'22" East, 1287.41 feet to the Southeast corner thereof; thence South 88°42'55" West, 1316.39 feet, to the Southwest corner of the Southeast Quarter of the Northeast Quarter; thence South 88°39'43" West, 365.48 feet; thence North 01°45'22" West, 1302.76 feet; thence North 89°13'35" East 1682.06 feet to the point of beginning.

Tax Parcel No.: 002-0510.0000

Tract 15 (Dirk Lease - Meek)

A part of the West One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including part of Lots One and Two of Jackson County Certified Survey Map No. 635 and described as follows:

Beginning at a point on the North line of said Northwest Quarter which lies North 89 degrees 13'35" East, 436.00 feet from the Northeast corner thereof; thence North 89 degrees 13'35" East, 516.63 feet; thence South 01 degrees 45'22" East, 2643.30 feet, to the South line of the Southwest Quarter of the Northwest Quarter; thence South 88 degrees 39'43" West, 953.65 feet, to the Southwest corner thereof; thence North 01 degrees 43'54" West, 1816.71 feet, to a point which lies South 01 degrees 43'54" East 835.96 feet from the aforesaid Northwest corner; thence North 67 degrees 30'00" East, 361.76 feet; thence North 54 degrees 20'00" East, 195.00 feet; thence North 07 degrees 55'00" West, 595.00 feet to the point of beginning.

Tax Parcel No.: 002-0509.0000



8 0 0 1 4 8 2
Tx:4000930

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

823835

12/21/2015 2:08:40 PM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 25

Document Name

**First Lien Mortgage, Security
Agreement, Financing Statement,
Fixture Filings and Assignment of
Rents and Leases**

Document Number

Recording Area

**Name and Return Address:
Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005**

004-3000-08-010

Parcel Identification Number (PIN)

This instrument was drafted by: Thomas E. Charbonneau, Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005

Barron County, WI – Arland Dry Plant

THIS FIRST LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may be amended, amended and restated, modified or supplemented from time to time, the "Mortgage") dated effective as of December 18, 2015 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, having an address at 180 State Street, Suite 225, Southlake, Texas 76092 ("Mortgagor"), in favor of PNC BANK, NATIONAL ASSOCIATION, having an address at 2100 Ross Avenue, Suite 1850, Dallas, Texas 75201, as administrative and collateral agent (in such capacity, the "Mortgagee"), for the financial institutions which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014, as (i) amended pursuant to First Amendment to Amended and Restated Revolving Credit and Security Agreement dated as of April 6, 2015 and (ii) Amendment No. 2 to Amended and Restated Revolving Credit and Security Agreement dated as of November 20, 2015 (collectively, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the defined terms of which are used herein unless otherwise defined herein, by and among Emerge Energy Service, LP, a Delaware limited partnership (the "Parent"), Emerge Energy Services Operating LLC, a Delaware limited liability company ("Emerge"), Allied Energy Company LLC, an Alabama limited liability company ("AEC"), Allied Renewable Energy, LLC, a Delaware limited liability company ("ARE"), Direct Fuels LLC, a Delaware limited liability company ("Direct Fuels"), Emerge Energy Distributors Inc., a Delaware corporation ("EED"), Mortgagor, (Mortgagor, together with Emerge, AEC, ARE, Direct Fuels, EED and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent, the Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the Credit Agreement.

B. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement and a condition to the Issuer issuing Letters of Credit under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

C. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes

to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 5.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the

expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 "Mortgage" shall have the meaning set forth in the preamble.

1.9 "Operating Equipment" means all of Mortgagor's right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 "Personalty Collateral" means all of Mortgagor's right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other "as-extracted" collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 "Realty Collateral" means (a) all of Mortgagor's right, title and interest, to the land described on Exhibit A attached hereto and made a part hereof for all purposes, now owned or hereafter acquired in and to or relating to the land described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor's

interest therein be incorrectly described in, or a description of part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor's rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.12 "Rents" has the meaning set forth in Section 3.1 hereof.

1.13 "Sand" means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.14 "Sand Property" or "Sand Properties" means all of Mortgagor's right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, if any, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.15 "UCC" shall have the meaning set forth in Section 2.4 hereof.

1.16 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term "including" means "including without limitation".

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor's estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents, leases, profits from and to the Collateral; (c) all awards and payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, and other interests, if any, set forth in Exhibit A.

2.2 **Revolving and Future Advances.** It is contemplated and acknowledged that the Obligations may include revolving and future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor authorizes Mortgagee to file one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security

interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III Assignment of Rents and Leases

3.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the "Rents"), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this Section 3.1 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

3.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this Section 3.2 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

3.3 **Mortgagee in Possession.** Mortgagee's acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

3.4 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

3.5 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

3.6 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

3.7 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE IV **Mortgagor's Warranties and Covenants**

4.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

4.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

4.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel. Mortgagor warrants that the Realty Collateral is not homestead property. This Instrument is not a Purchase Money Mortgage as defined in Wisconsin Statutes Section 708.09 or a Construction Mortgage as defined in Wisconsin Statutes Section 706.11(1m)(a)(2).

(b) **Regulatory Filings.** All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

4.4 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a first priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances.

4.5 Recording. Mortgagee (or any designee of Mortgagee) shall (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a first priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral. Within 30 days after full performance Mortgagee shall submit for recording a satisfaction of the Mortgage in accordance with Wisconsin Statute Section 708.15(5)(a).

4.6 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor

and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE V

Default

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Mortgage.

5.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VI

Mortgagee's Rights

6.1 **Rights to Realty Collateral Upon Default.**

(a) **Operation of Property by Mortgagee.** Upon the Occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

(i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

(ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and

(iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, to the extent permitted by Applicable Law, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure of Collateral. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default. Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.102, as amended or renumbered from time to time, permitting Lender, if the court makes an affirmative finding upon proper evidence being submitted that the Property has been abandoned by Mortgagor and assigns, to hold the foreclosure sale of such Property upon the expiration of five weeks from the date when a foreclosure judgment is entered.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and

things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisal and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold

in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

6.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency

remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

6.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

6.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

6.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

6.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

(a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

6.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

6.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE VII

Miscellaneous

7.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to Sections 6.6 or 7.3 hereof. Such amounts will be in addition to any sum of

money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 Defense of Claims. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuation of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 7.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 6.6 above.

7.3 Termination. If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

7.4 Renewals, Amendments and Other Security. To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

7.5 Unenforceable or Inapplicable Provisions. If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

7.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Majority Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.8 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

7.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

7.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com
with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: PNC Bank, National Association
c/o PNC Business Credit
2100 Ross Avenue, Suite 1850
Dallas, Texas 75201
Attention: Ron Eckhoff
Telephone: (214) 871-1261
Facsimile: (214) 871-2015

with a copy to:

PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Lisa Pierce
Telephone: (412) 762-6442
Facsimile: (412) 762-8672

7.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether

such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confining this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.13 Successors and Assigns.

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such

agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

7.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

7.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or anyone or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

7.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.18 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, ensembling and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

7.19 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

7.20 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

7.21 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

7.22 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

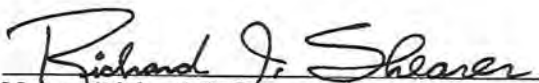
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed in multiple originals and effective as of the Effective Date.

MORTGAGOR:

SUPERIOR SILICA SANDS LLC, a Texas limited liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Richard Shearer
Title: Chief Executive Officer

Organizational Number of Mortgagor is: 800987986

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 9th day of December, 2015, by Richard Shearer, as Chief Executive Officer of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.

Rebecca Mace

Print Name: Rebecca Mace
Notary Public in and for
the State of Texas



EXHIBIT A

Lot 1 of Certified Survey Map #6054 recorded in Volume 40 of Certified Survey Maps, Page 134 as Document #808118, Town of Arland, Barron County, Wisconsin, being more particularly described on said survey as follows:

Beginning at the Northwest corner of said Section 30;
thence N89°36'49"E, along the North line of said NW 1/4 of the NW 1/4, 1272.96 feet to the Northeast corner of said NW 1/4 of the NW 1/4;
thence S00°00'18"W, along the East line of said NW 1/4 of the NW 1/4, 880.02 feet;
thence S89°36'49"W, 616.65 feet;
thence N00°14'52"E, 260.02 feet;
thence S89°36'49"W, 660.04 feet to the West line of said NW 1/4 of the NW 1/4;
thence N00°14'52"E, along the West line of said NW 1/4 of the NW 1/4, 620.04 feet to the Point of Beginning.

Document Name

First Lien Mortgage, Security
Agreement, Financing Statement,
Fixture Filings and Assignment of
Rents and Leases

Document Number

Document Number: 381405
Volume: 611 Page: 844
Shari Mara
Register of Deeds
Jackson County, WI
Recorded: 02/22/2016
at: 03:15 PM
Transfer Tax Paid: \$0.00
Transfer Tax Exempt #
Recording Fee Paid: \$30.00
Number of Pages: 36

Recording Area

LMT

Name and Return Address:
Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005

See Exhibit A

Parcel Identification Number (PIN)

This instrument was drafted by: Thomas E. Charbonneau, Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005

36

Jackson County, Wisconsin

THIS FIRST LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may be amended, amended and restated, modified or supplemented from time to time, the "Mortgage") dated effective as of February 19, 2016 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, having an address at 180 State Street, Suite 225, Southlake, Texas 76092 ("Mortgagor"), in favor of PNC BANK, NATIONAL ASSOCIATION, having an address at 2100 Ross Avenue, Suite 1850, Dallas, Texas 75201, as administrative and collateral agent (in such capacity, the "Mortgagee"), for the financial institutions which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014, as (i) amended pursuant to First Amendment to Amended and Restated Revolving Credit and Security Agreement dated as of April 6, 2015 and (ii) Amendment No. 2 to Amended and Restated Revolving Credit and Security Agreement dated as of November 20, 2015 (collectively, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the defined terms of which are used herein unless otherwise defined herein, by and among Emerge Energy Service, LP, a Delaware limited partnership (the "Parent"), Emerge Energy Services Operating LLC, a Delaware limited liability company ("Emerge"), Allied Energy Company LLC, an Alabama limited liability company ("AEC"), Allied Renewable Energy, LLC, a Delaware limited liability company ("ARE"), Direct Fuels LLC, a Delaware limited liability company ("Direct Fuels"), Emerge Energy Distributors Inc., a Delaware corporation ("EED"), Mortgagor, (Mortgagor, together with Emerge, AEC, ARE, Direct Fuels, EED and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent, the Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the Credit Agreement.

B. Mortgagor acquired certain fee and leasehold interests in Jackson County, Wisconsin as more particularly described herein and on Schedule I and Exhibit A attached hereto.

C. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement and a condition to the Issuer issuing Letters of Credit under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

D. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 6.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases including the Production Leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the

Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 “Mortgage” shall have the meaning set forth in the preamble.

1.9 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 “Production Leases” means those certain leases described on Schedule I attached hereto and incorporated herein for all purposes, including any and all modifications, extensions, amendments and renewals thereof.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, to the land and Leases described on Exhibit A attached hereto and made a part hereof for all purposes, including any portion of the leasehold estate created under the Production Leases now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor’s interest therein be incorrectly described in, or a description of part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 “Rents” has the meaning set forth in Section 4.1 hereof.

1.14 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 “UCC” shall have the meaning set forth in Section 2.4 hereof.

1.17 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this

Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term "including" means "including without limitation".

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor's estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents, leases, profits from and to the Collateral; (c) all awards and payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Revolving and Future Advances.** It is contemplated and acknowledged that the Obligations may include revolving and future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor authorizes Mortgagee to file one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III Production Leases

3.1 **Production Lease.** Mortgagor represents, warrants, covenants, and agrees as follows:

(a) Mortgagor has delivered to Mortgagee a true, correct and complete copy of each Production Lease, including all amendments and modifications, written or oral, existing as of the date hereof.

(b) Each Production Lease is valid and enforceable and in full force and effect, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally and by general principles of equity whether applied by a court of law or equity, and has not been modified or amended in any manner whatsoever, except as disclosed to Mortgagee in writing. Neither the Mortgagor nor the lessor under any Production Lease has commenced any action or given or received any notice for the purpose of terminating such Production Lease and the interest of the lessee under each Production Lease is vested solely in the Mortgagor.

(c) Mortgagor has not executed or entered into any modifications or amendments of any Production Lease, either orally or in writing, other than written amendments that have been disclosed to Mortgagee in writing.

(d) Mortgagor is not in default under any Production Lease and, to Mortgagor's knowledge, the lessor of such Production Lease is not in default thereunder. To Mortgagor's knowledge, no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a default or would entitle Mortgagor or any other party under any Production Lease to cancel the same or otherwise avoid its obligations.

(e) Except for this Mortgage or other assignments in favor of Mortgagee, Mortgagor has not executed any assignment or pledge of any Production Lease or Mortgagor's right, title and interest in the same.

(f) This Mortgage conforms and complies with each Production Lease, does not constitute a violation or default under any Production Lease, and is and shall at all times constitute a valid Lien (subject only to Permitted Encumbrances) on Mortgagor's interests in the Production Leases.

(g) Mortgagor shall pay, when due and payable, the rentals, additional rentals, and other charges required by, and payable under, any Production Lease in accordance with such Production Lease.

(h) Mortgagor shall perform and observe all material terms, covenants, and conditions that Mortgagor must perform and observe as lessee under each Production Lease, and do everything

necessary to preserve and to keep unimpaired (other than Permitted Encumbrances) Mortgagor's rights under each Production Lease. Mortgagor shall provide all insurance required by each Production Lease. Mortgagor shall use all commercially reasonable efforts to enforce the lessor's obligations under each Production Lease so that Mortgagor may enjoy all its rights as lessee under such Production Lease. Mortgagor shall furnish to Mortgagee all information that Mortgagee may reasonably request from time to time concerning Mortgagor's compliance with the Production Leases.

(i) Mortgagor shall promptly deliver to Mortgagee a copy of any notice of default or termination that it receives from any lessor under any Production Lease.

(j) Mortgagor shall not, without Mortgagee's consent, consent or refuse to consent to any action that the lessor or any third party takes or desires to take pursuant to the terms and provisions of a Production Lease if such action has a material adverse effect on such Production Lease or Mortgagor's rights thereunder.

(k) Mortgagor's obligations under this Mortgage are independent of and in addition to Mortgagor's obligations under the Production Leases. Nothing in this Mortgage shall be construed to require Mortgagor or Mortgagee to take or omit to take any action that would cause a default under the Production Leases.

(l) The Mortgagor shall forever warrant and defend (i) its estate, right, title and interest in and to the Collateral, (ii) the validity, enforceability and, subject to the Permitted Encumbrances, priority of the Lien of this Mortgage on the Collateral, and (iii) the right, title and interest of the Mortgagee and any purchaser at any sale of the Collateral hereunder and relating hereto, in each case, against all other Liens, subject only to the Permitted Encumbrances.

3.2 **Acquisition of Interest in Production Leased Parcel.** If Mortgagor acquires the fee or any other interest in any Realty Collateral originally subject to a Production Lease, then, such acquired interest shall (to the extent not prohibited by Applicable Law) immediately become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as if Mortgagor now owned it and as if this Mortgage specifically described it, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument. In the event of any such acquisition, the fee and leasehold interests in such Realty Collateral, unless Mortgagee elects otherwise in writing, remain separate and distinct and shall not merge, notwithstanding any principle of law to the contrary.

3.3 **New Production Lease.** If any Production Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision of such Production Lease, Mortgagee or its designee shall acquire from lessor a new lease of the relevant leased premises, then Mortgagor shall have no right, title or interest in or to such new lease or the estate created thereby.

3.4 **No Merger of Leasehold.** Notwithstanding (i) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate or of the subject property or in the leasehold created by a Production Lease, (ii) the operation of law or (iii) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate or into the leasehold created by such Lease and the lessee under such Lease shall remain obligated to perform such Lease in accordance with its terms.

ARTICLE IV
Assignment of Rents and Leases

4.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the "**Rents**"), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this **Section 4.1** is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

4.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this Section 4.2 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

4.3 **Mortgagee in Possession.** Mortgagee's acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

4.4 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

4.5 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

853

4.6 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

4.7 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE V

Mortgagor's Warranties and Covenants

5.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

5.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

5.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, including its leasehold estate created under the Production Leases, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). To the extent not prohibited by Applicable Law, Mortgagor has the right and authority to convey, and grant a security interest in, the leasehold estate created under the Production Lease and does hereby convey, and grant a security interest in, the leasehold estate created under the Production Lease. The leasehold estate created under the Production Lease is a first and paramount Lien subject to no Liens other than the Permitted Encumbrances. If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel. Mortgagor warrants that the Realty Collateral is not homestead property. This Instrument is not a Purchase Money Mortgage as defined in Wisconsin Statutes Section 708.09 or a Construction Mortgage as defined in Wisconsin Statutes Section 706.11(1m)(a)(2).

854

(b) Regulatory Filings. All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

5.4 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a first priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances.

5.5 Recording. Mortgagee (or any designee of Mortgagee) shall (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a first priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral. Within 30 days after full performance Mortgagee shall submit for recording a satisfaction of the Mortgage in accordance with Wisconsin Statute Section 708.15(5)(a).

5.6 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE VI Default

6.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Mortgage.

6.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VII Mortgagee's Rights

7.1 **Rights to Realty Collateral Upon Default.**

(a) **Operation of Property by Mortgagee.** Upon the Occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

- (i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;
- (ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and
- (iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, to the extent permitted by Applicable Law, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure of Collateral. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default. Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.102, as amended or renumbered from time to time, permitting Lender, if the court makes an affirmative finding upon proper evidence being submitted that the Property has been abandoned by Mortgagor and assigns, to hold the foreclosure sale of such Property upon the expiration of five weeks from the date when a foreclosure judgment is entered.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and

Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisal and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in

whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

7.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

7.3 Rights to Fixture Collateral Upon Default. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either

Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

7.4 **Other Rights.** In addition to the rights as described in Sections 7.1, 7.2 and 7.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

7.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

7.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

7.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

7.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

- (a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

7.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

7.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE VIII Miscellaneous

8.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to 7.6 or 8.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

8.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuation of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 8.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 7.6 above.

8.3 **Termination.** If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

8.4 **Renewals, Amendments and Other Security.** To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

8.5 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

8.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in

such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

8.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Majority Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

8.8 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

8.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

8.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Joseph C. Tusa, Jr.
Telephone: (817) 865-2541
Facsimile: (817) 865-5900
Email: jtusa@emergelp.com
with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250

Southlake, Texas 76092

Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: PNC Bank, National Association
c/o PNC Business Credit
2100 Ross Avenue, Suite 1850
Dallas, Texas 75201
Attention: Ron Eckhoff
Telephone: (214) 871-1261
Facsimile: (214) 871-2015

with a copy to:

PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Lisa Pierce
Telephone: (412) 762-6442
Facsimile: (412) 762-8672

8.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such

awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confining this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

8.13 Successors and Assigns.

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested

with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

8.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

8.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or anyone or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

8.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

8.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit

Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

8.18 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, ensealing and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

8.19 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

8.20 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

8.21 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

8.22 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

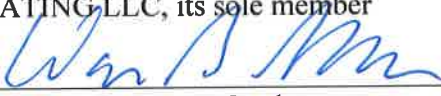
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed and effective as of the Effective Date.

MORTGAGOR:

SUPERIOR SILICA SANDS LLC, a Texas limited liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Warren B. Bonham
Title: Vice President

Organizational Number of Mortgagor is: 800987986

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 11 day of February, 2016, by Warren B. Bonham, as Vice President of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.

Tiffany Perez
Notary Public in and for
the State of TEXAS



SCHEDULE I

- That certain unrecorded Lease and Mining Agreement dated December 6, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 287, Document No. 369297 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 425, Document No. 380929 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Massman Lease - Avon").
- That certain unrecorded Lease and Mining Agreement dated as of December 28, 2011, as evidenced by that certain Memorandum of Lease and Mining Agreement December 28, 2011 and recorded December 30, 2011 in Book 559, Page 180, Document No. 363364, as amended by that certain unrecorded Ratification and First Amendment to Lease and Mining Agreement dated December 8, 2015, as evidenced by the certain First Amendment to Memorandum of Lease and Mining Agreement dated December 8, 2015 and recorded December 30, 2015 in Book 610, page 401, Document No. 380923 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 428, Document No. 380930 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "South Alma Sand Lease - Avon").
- That certain unrecorded Lease and Mining Agreement dated December 6, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 279, Document No. 369295 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 431, Document No. 380931 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Lingo Lease - Avon").
- That certain unrecorded Lease and Mining Agreement dated as of December 6, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 275, Document No. 369294 in the Office of Register of Deeds for Jackson County, Wisconsin, as amended by that certain unrecorded First Amendment to Lease and Mining Agreement dated December 10, 2015; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015

and recorded December 30, 2015 as Document No. 380925 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time ("Mahtowa Lease - Avon").

- That certain unrecorded Lease and Mining Agreement dated as of December 28, 2011, as evidenced by that certain Memorandum of Lease and Mining Agreement December 28, 2011 and recorded December 30, 2011 in Book 559, Page 186, Document No. 363365, as amended by that certain Ratification and First Amendment to Lease and Mining Agreement dated December 8, 2015, as evidenced by the certain First Amendment to Memorandum of Lease and Mining Agreement dated December 8, 2015 and recorded December 30, 2015 in Book 610, Page 406, Document No. 380924 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 433, Document No. 380932 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "South Alma Sand Lease - Meek").
- That certain unrecorded Lease and Mining Agreement dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 291, Document No. 369298 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 436, Document No. 380933 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Walasek Lease - Meek").
- That certain unrecorded Lease and Mining Agreement dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 270, Document No. 369292 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 439, Document No. 380934 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Ace/Elsner Lease - Meek").
- That certain unrecorded Lease and Mining Agreement dated as of November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 274, Document No. 369293 in the Office of Register of Deeds for Jackson County, Wisconsin, as amended by that certain unrecorded First Amendment to Lease and Mining Agreement dated December 10, 2015; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 415, Document No. 380926 in the

Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Laufenberg Lease – Meek").

- Those certain unrecorded Lease and Mining Agreements all dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 263, Document No. 369291 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 418, Document No. 380927 in the Office of Register of Deeds for Jackson County, Wisconsin (the "Dirk/Knoll Lease - Meek").
- That certain unrecorded Lease and Mining Agreement dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 283, Document No. 369296 in the Office of Register of Deeds for Jackson County, Wisconsin, as amended by that certain unrecorded First Amendment to Lease and Mining Agreement dated December 10, 2015; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 421, Document No. 380928 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Dirk Lease - Meek").

EXHIBIT A

FEE SIMPLE TRACTS (Tracts 1–5)

Tract 1 (formerly Martin)

Lot 3 of Certified Survey Map #3678 as recorded in Volume 15 of Certified Survey Maps on Page 334 as Document #366958; being a part of Lot 1 of Certified Survey Map #1619 as recorded in Volume 7 of Certified Survey Maps on Page 190 as Document #283175; located in the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 of Section 35, Township 23 North, Range 4 West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel No.: 006-0578.0005

Tract 2 (formerly Matalas)

That part of the Northeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0614.0000

That part of the Northwest Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0615.0010

That part of Southeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0617.0000

Tract 3 (formerly Larsen)

That part of the West Half of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad.

(Superior Silica Sands LLC – Jackson County, WI)

AND that part of the Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad and North of the Centerline of Garage Road as presently located and travelled.

EXCEPT the following described parcels:

- 1) The Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West.
- 2) Commencing on the South line of said Section One, Township Twenty-two North, Range Four West at a point 168 feet West of the South Quarter corner of said Section One and the point of beginning of this EXCEPTION; thence North $00^{\circ}23'00''$ West 2062.8 feet to a fence line; thence North $86^{\circ}33'15''$ West, along said fence line, 726.4 feet thence North $19^{\circ}12'00''$ West, along said fence line, 257.00 feet; thence North $34^{\circ}33'00''$ West 292.00 feet; thence South $79^{\circ}10'00''$ West 414.7 feet, more or less, to the East right-of-way of the Union Pacific Railroad; thence Southeasterly 3173 feet, more or less, to the centerline of Garage Road as presently located and travelled; thence Easterly, along said centerline, to a point 188 feet West of the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West as measured perpendicular to said East line; thence North $00^{\circ}00'00''$ East 506.13 feet to the South line of said Section One, Township Twenty-two North, Range Four West; thence Easterly, along said South line, 20 feet to the point of beginning of this EXCEPTION. Bearings are referenced to the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve which is assumed to bear North $00^{\circ}00'00''$ East.

Tax Parcel No.: 006-0785.0020

Tract 4 (formerly Olson)

A Parcel of land being located in the Northeast Quarter of the Northeast Quarter of Section Two, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin described as follows: Beginning at the Northeast corner of said Section Two; thence South $00^{\circ}54'58''$ West, 179.07 feet to the Easterly Railroad right of way; thence North $19^{\circ}39'34''$ West along said right of way, 190.00 feet to the North line of said Section Two; thence North $89^{\circ}53'46''$ East along said North line, 66.78 feet to the point of beginning.

Tax Parcel No.: 006-0622.0005

Tract 5 (formerly Schneider)

PARCEL A: Part of the East One-half of the Southeast Quarter of Section Thirty-five and part of the Southwest Quarter of the Southwest Quarter of Section Thirty-six, Township Twenty-Three North, Range Four West, Town of Alma, Jackson County, Wisconsin, described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Southeast Quarter of Section Thirty-five and the point of beginning of this description; thence South $89^{\circ}53'46''$ West 66.78 feet to the Easterly right-of-way of the Union Pacific Railroad; thence North

19°39'34" West, along said right-of-way, 2801.67 feet to the North line of the Northeast Quarter of said Southeast Quarter of Section Thirty-five; thence North 89°28'31" East, along said North line, 837.74 feet; thence South 00°28'59" East 1473.27 feet; thence South 89°50'33" East 149.43 feet; thence South 19°39'34" East 1245.32 feet to the South line of said Southwest Quarter of the Southwest Quarter of Section 36; thence North 89°56'17" West, along said South line, 409.17 feet to the point of beginning.

Tax Parcel Nos.: 006-0586.0000; 006-0589.0000; 006-0600.0015; and 006-0600.0010

PARCEL B: The Fractional Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel: 006-0610.0000

AVON MINE TRACTS (Tracts 6 – 9)

Tract 6 (Massman Lease - Avon)

The following property located in Jackson County, Wisconsin:

The South 1/2 of the Southwest 1/4 of Section 33, Township 23 North, Range 4 West less and except Lots 1 and 2 Jackson County Certified Survey Map No. 869 as recorded in Volume 4 of Surveys, Page 143, Document No. 248354.

Tax Parcel Nos. 006-0552.0000 and 006-0553.0000

Tract 7 (South Alma Sand Lease - Avon)

A parcel of land located in Section 32, T23N-R4W, Town of Alma, Jackson County, Wisconsin, described as follows:

- 1) The N 1/2 of the SE 1/4 - NW 1/4 except the following described lands:
Lot 1 of CSM No. 1692 as recorded in Volume 7 of Surveys, Page 301, Document No. 285980.
- 2) The SW 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.
- 3) The SE 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.

Tax Parcel Nos.: 006-0529.0000; 006-0530.0000 and 006-0534.0000

Tract 8 (Lingo Lease - Avon)

The following property located in Jackson County, Wisconsin:

The Southeast 1/4 less and except Lot 1 and outlot 1 of Jackson County Certified Survey Map No. 1414 as recorded in Volume 6 of Surveys, page 150, Document No. 274115, being part of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 23 North, Range 4 West.

Tax Parcel Nos: 006-0539.0000; 006-0540.0000; 006-0541.0000; and 006-0542.0000

Tract 9 (Mahtowa Lease - Avon)

Parcel 1

Lot Three of Jackson County Certified Survey Map No. 3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897, being part of the Southeast Quarter of the Northwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Parcel 2

The Northeast Quarter of the Southwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT Lot One of Jackson County Survey Map #3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897.

Tax Parcel Nos.: 006-0534.0015 and 006-0535.0005

MEEK MINE TRACTS (Tracts 10 - 15)

Tract 10 (South Alma Sand Lease - Meek)

A parcel of land located in Section Nineteen, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, Described as follows:

1) The Northeast Quarter EXCEPT the following described lands: Beginning at the North quarter corner of said Section Nineteen; thence North 89°20'10" East, along the North line of the Northeast Quarter, 50.71 feet to point on Wisconsin Department of Transportation right-of-way project No. 7366-05-00; thence South 03°08'13" East, along said right of way project, 30.01 feet; thence South 85°43'11" East, along said right of way project, 148.42 feet; thence South 89°41'33" East, along said right of way project, 349.79 feet; thence South 86°14'09" East, along said right of way project, 250.95 feet; thence North 86°39'43" East, along said right of way project, 226.71 feet; thence South 16°32'49" West, 1,021.71 feet; thence South 87°06'48" West,

729.24 feet to the N-S quarter line of said Section Nineteen; thence North 00°25'00" West, along the N-S quarter line, 1,064.75 feet to the point of beginning.

ALSO EXCEPTING those lands conveyed for highway purposes as set forth in Volume 404 of Records, page 968, Document No. 307476.

ALSO EXCEPTING those lands as described in Volume 279 of Records, page 528, Document No. 241013.

ALSO EXCEPTING Lot One of Jackson County Certified Survey Map No. 1141, Document No. 261867.

- 2) The Southeast Quarter of the Northwest Quarter.
- 3) The Northeast Quarter of the Southwest Quarter.
- 4) The Northwest Quarter of the Southwest Quarter.
- 5) The Northwest Quarter of the Southeast Quarter.
- 6) The North ½ of the Southwest Quarter of the Southeast Quarter.
- 7) The North 201.3 feet of the Southwest Quarter of the Southwest Quarter.

Tax Parcel Nos. 006-0891.0000; 006-0892.0005; 006-0893.0000; 006-0894.0000; 006-0898.0000; 006-0899.0000; 006-0900.0010; 006-0900.0005; 006-0900.0000; 006-0904.0000; 006-0905.0000; and 006-0901.0000

Tract 11 (Walasek Lease - Meek)

The Northwest Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Also, a perpetual easement across the West two rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Also, the easement rights set forth in the easement executed by Robert F. and Jeannine Capaul, No. 213921 in the Office of the Register of Deeds for Jackson County, Wisconsin.

Also, a perpetual easement for access purposes over the North two rods of the Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Tax Parcel: 024-0373.0000

Tract 12 (Ace/Elsner Lease - Meek)

Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West, Jackson County, Wisconsin, subject to a perpetual easement across the North 2 rods of the Northeast Quarter of the Southeast Quarter.

Also, a 2 rod easement along or near the North line of the land and premises located in a part of the Northwest Quarter of the Southwest Quarter, Section Nineteen, Township Twenty-two North, Range Four West described as follows:

Commencing at a point 2 rods East of the Southeast corner of the properties owned by Ronald Bandell; thence South 2 rods; thence West to the West line of said forty; thence North to the Northwest corner of said forty; thence East along the North line of said forty to the point of beginning.

Also, a perpetual easement across the lands and premises located in the West 2 rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Tax Parcel: 024-0372.0000

Tract 13 (Laufenberg Lease - Meek)

The East One-half of the Southeast Quarter, Section Nineteen, Township Twenty-Two North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT:

1. Those lands located southeast of Blencoe Road.
2. Lot 1 of Volume 13 S CSM Pg. 399 as Doc. No. 347402 Map No. 3309.

Tax Parcel Nos: 006-0906.0005 and 006-0903.0000

Tract 14 (Dirk/Knoll Lease - Meek)

PARCEL A: Lot three of Jackson County Certified Survey Map No. 2987 as recorded in Volume Twelve of Surveys, Page 284, Document No. 333964; being a part of the Northeast Quarter of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West.

Tax Parcel No.: 002-0507.0000

PARCEL B: A part of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, described as follows: Beginning at a point on the North line of said Northeast Quarter which lies North 89°13'35" East, 952.63 feet from the Northwest corner thereof; thence North 89°13'35" East, 1682.06 feet to the Northeast corner thereof; thence South 01°45'22" East on the East line thereof, 1340.54 feet; thence South 89°13'35" West, 1682.06 feet; thence North 01°45'22" West, 1340.54 feet to the point of beginning, EXCEPT Lot Three of Jackson County Certified Survey Map No. 2987.

Tax Parcel No.: 002-0507.0005

(Superior Silica Sands LLC – Jackson County, WI)

PARCEL C: A part of the South One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, as described as follows:

Beginning at a point on the East line of said Northeast Quarter which lies South 01°45'22" East, 1340.54 feet from the Northeast corner thereof; thence South 01°45'22" East, 1287.41 feet to the Southeast corner thereof; thence South 88°42'55" West, 1316.39 feet, to the Southwest corner of the Southeast Quarter of the Northeast Quarter; thence South 88°39'43" West, 365.48 feet; thence North 01°45'22" West, 1302.76 feet; thence North 89°13'35" East 1682.06 feet to the point of beginning.

Tax Parcel No.: 002-0510.0000

Tract 15 (Dirk Lease - Meek)

A part of the West One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including part of Lots One and Two of Jackson County Certified Survey Map No. 635 and described as follows:

Beginning at a point on the North line of said Northwest Quarter which lies North 89 degrees 13'35" East, 436.00 feet from the Northeast corner thereof; thence North 89 degrees 13'35" East, 516.63 feet; thence South 01 degrees 45'22" East, 2643.30 feet, to the South line of the Southwest Quarter of the Northwest Quarter; thence South 88 degrees 39'43" West, 953.65 feet, to the Southwest corner thereof; thence North 01 degrees 43'54" West, 1816.71 feet, to a point which lies South 01 degrees 43'54" East 835.96 feet from the aforesaid Northwest corner; thence North 67 degrees 30'00" East, 361.76 feet; thence North 54 degrees 20'00" East, 195.00 feet; thence North 07 degrees 55'00" West, 595.00 feet to the point of beginning.

Tax Parcel No.: 002-0509.0000



* 8 1 2 3 1 2 *

812312

MARGO KATTERHAGEN
REGISTER OF DEEDS BARRON COUNTY, WI

09/23/2014 01:05PM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 26

MORTGAGE

Document Name

First Lien Mortgage, Security
Agreement, Financing Statement,
Fixture Filings and Assignment of
Rents and Leases

Document Number

Recording Area

Name and Return Address:
Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005

See Exhibit A

Parcel Identification Number (PIN)

This instrument was drafted by: Thomas E. Charbonneau, Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005

Barron County, WI – Midwest Frac

THIS FIRST LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may be amended, amended and restated, modified or supplemented from time to time, the "Mortgage") dated effective as of September 22, 2014 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as administrative and collateral agent (in such capacity, the "Mortgagee"), for the financial institutions which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the defined terms of which are used herein unless otherwise defined herein, by and among Emerge Energy Service, LP, a Delaware limited partnership (the "Parent"), Emerge Energy Services Operating, LLC, a Delaware limited liability company ("Emerge"), Allied Energy Company LLC, an Alabama limited liability company ("AEC"), Allied Energy Renewable Energy, LLC, a Delaware limited liability company ("ARE"), Direct Fuels LLC, a Delaware limited liability company ("Direct Fuels"), Emerge Energy Distributors, Inc., a Delaware corporation ("EED"), Mortgagor, (Mortgagor, together with Emerge, AEC, ARE, Direct Fuels, EED and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent, the Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the Credit Agreement.

B. Pursuant to that certain Agreement of Purchase and Sale dated as of May 29, 2014 between Midwest Frac and Sands LLC and Mortgagor, Mortgagor acquired certain property in Barron County, Wisconsin, more particularly described herein.

C. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement and a condition to the Issuer issuing Letters of Credit under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

D. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes

to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 7.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the

expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 "Mortgage" shall have the meaning set forth in the preamble.

1.9 "Operating Equipment" means all of Mortgagor's right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 "Personalty Collateral" means all of Mortgagor's right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other "as-extracted" collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 "Realty Collateral" means (a) all of Mortgagor's right, title and interest, to the land described on Exhibit A attached hereto and made a part hereof for all purposes, now owned or hereafter acquired in and to or relating to the land described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor's

interest therein be incorrectly described in, or a description of part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor's rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.12 "Rents" has the meaning set forth in Section 5.1 hereof.

1.13 "Sand" means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.14 "Sand Property" or "Sand Properties" means all of Mortgagor's right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, if any, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.15 "UCC" shall have the meaning set forth in Section 2.4 hereof.

1.16 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term "including" means "including without limitation".

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor's estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents, leases, profits from and to the Collateral; (c) all awards and payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, and other interests, if any, set forth in Exhibit A.

2.2 **Revolving and Future Advances.** It is contemplated and acknowledged that the Obligations may include revolving and future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor authorizes Mortgagee to file one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security

interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III

Assignment of Rents and Leases

3.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the "**Rents**"), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this **Section 3.1** is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

3.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this **Section 3.2** is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

3.3 **Mortgagee in Possession.** Mortgagee's acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

3.4 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

3.5 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

3.6 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

3.7 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE IV

Mortgagor's Warranties and Covenants

4.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

4.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

4.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel.

(b) **Regulatory Filings.** All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

4.4 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a first priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances.

4.5 Recording. Mortgagee (or any designee of Mortgagee) shall (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a first priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral.

4.6 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE V
Default

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Mortgage.

5.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VI

Mortgagee's Rights

6.1 Rights to Realty Collateral Upon Default.

(a) **Operation of Property by Mortgagee.** Upon the Occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

- (i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;
- (ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and
- (iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) **Judicial Proceedings.** Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, in lieu of or in addition to exercising (to the extent permitted by Applicable Law) the power of sale hereafter given, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any

power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Wisconsin, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure by Private Power of Sale of Collateral. Upon the occurrence and during the continuance of any Event of Default, the Mortgagee shall have the right and power to sell, as the Mortgagee may elect, all or a portion of the Collateral at one or more sales as an entirety or in parcels, in accordance with and as permitted by any Applicable Law. Mortgagor hereby designates as Mortgagor's address for the purpose of notice the address set out in Section 7.11; provided that Mortgagor may by written notice to Mortgagee designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance for owned real property binding Mortgagor and Mortgagor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or all of the Obligations are paid in full. Upon the occurrence of an Event of Default, Mortgagee will have the authority to appoint an attorney-in-fact to act as trustee in conducting the foreclosure sale and executing a deed to the purchaser or purchasers. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to

use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisal and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

6.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any

disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

6.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

6.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

6.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

6.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

- (a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;
- (b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;
- (c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and
- (d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

6.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

6.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE VII

Miscellaneous

7.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to Sections 6.6 or 7.3 hereof. Such amounts will be in addition to any sum of

money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 Defense of Claims. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuation of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 7.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 6.6 above.

7.3 Termination. If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage.

7.4 Renewals, Amendments and Other Security. To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

7.5 Unenforceable or Inapplicable Provisions. If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

7.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Majority Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.8 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

7.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

7.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com
with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: PNC Bank, National Association
c/o PNC Business Credit
2100 Ross Avenue, Suite 1850
Dallas, Texas 75201
Attention: Ron Eckhoff
Telephone: (214) 871-1261
Facsimile: (214) 871-2015

with a copy to:

PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Lisa Pierce
Telephone: (412) 762-6442
Facsimile: (412) 762-8672

7.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether

such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confining this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.13 Successors and Assigns.

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such

agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

7.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

7.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or anyone or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

7.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.18 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, ensealing and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

7.19 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

7.20 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

8.21 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

8.22 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.


[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed and effective as of the Effective Date.

MORTGAGOR:

SUPERIOR SILICA SANDS LLC, a Texas limited
liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Robert Lane
Title: Chief Financial Officer

Organizational Number of Mortgagor is: 800987986

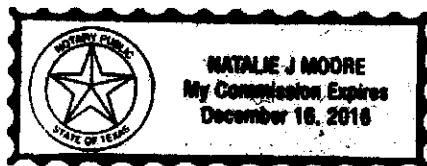
(Superior Silica Sands LLC – Barron County, WI – Midwest Frac)

THE STATE OF TEXAS §

§

COUNTY OF TARRANT §

This instrument was acknowledged before me on this 19th day of September, 2014, by Robert Lane, as Chief Financial Officer of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.



Notary Public in and for
the State of Texas

Natalie J. Moore
Notary Public

(Superior Silica Sands LLC – Barron County, WI – Midwest Frac)

EXHIBIT A

PARCEL A:

The Northwest Quarter of the Southwest Quarter of Section 20, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Beginning at the W $\frac{1}{4}$ corner of Section 20; thence S89°26'09"E, along the North line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1330.76 feet to the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S00°16'54"W, along the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1321.37 feet to the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N89°32'55"W, along the South line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1326.05 feet to the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N00°04'41"E, along the West line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1324.01 feet to the point of beginning.

Tax Parcel #004-2000-16-000

PARCEL B:

The Southwest Quarter of the Southwest Quarter of Section 20, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Beginning at the SW corner of Section 20; thence N00°04'41"E, along the West line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1324.00 feet to the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S89°32'55"E, along the North line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1326.05 feet to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S00°16'54"W, along the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1321.36 feet to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N89°39'44"W, along the South line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1321.34 feet to the point of beginning.

Tax Parcel #004-2000-17-000

Property Address: 819 & 821 7th Street, Clayton, Wisconsin 54004

PARCEL C:

The Northeast Quarter of the Southeast Quarter, except the South 250 feet of the North 654 feet of the East 350 feet thereof;

The East 198 feet of the Northwest Quarter of the Southeast Quarter;

The East 198 feet of the Southwest Quarter of the Southeast Quarter;

All in Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Beginning at the E $\frac{1}{4}$ corner of Section 19; thence $S00^{\circ}04'41''W$, along the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 404.01 feet to the NE corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence $S89^{\circ}43'32''W$, 350.01 feet to the NW corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence $S00^{\circ}04'41''W$, 250.00 feet to the SW corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence $N89^{\circ}43'32''E$, 350.01 feet to the SE corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence $S00^{\circ}04'41''W$, along the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 670.00 feet to the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence $S89^{\circ}59'45''W$, along the South line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1312.11 feet to the SW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence $S00^{\circ}07'00''W$, along the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1317.82 feet to the SE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence $N89^{\circ}44'03''W$, along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 198.00 feet; thence $N00^{\circ}07'00''E$, along a line located 198 feet West of (measured at right angles to) the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 2633.77 feet to the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence $N89^{\circ}43'32''E$, along the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and North line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1509.26 feet to the point of beginning.

Tax Parcel #004-1900-20-000

Doc 20142179 Bk OR Vol 1239 Pg 403

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDED AND RESTATED FIRST LIEN DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND
LEASES

FROM

SUPERIOR SILICA SANDS LLC
(Mortgagor)

Accepted for Filing in:
Robertson County
On: Jul 03, 2014 at 02:40P
By: Maxine Lattimore

TO

DAVID PARNELL, Trustee for the Benefit of
(Trustee)

PNC BANK, NATIONAL ASSOCIATION, as Agent
(Mortgagee)

June 27, 2014

(This document serves as a Fixture Filing under Section 9.502 of the Texas Business and Commerce Code)

Mortgagor's Organizational Identification Number is: 800987986

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL COVERED HEREBY.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING SAND) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF.

THIS INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN, AND IT IS TO BE FILED FOR RECORD AS A FIXTURE FILING, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTY CLERK OF THE COUNTIES LISTED ON EXHIBIT A HERETO.

Doc 20142179 Bk OR Vol 1239 Pg 404

Limestone County, Texas and Robertson County, Texas

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING GOODS WHICH ARE, OR ARE TO BECOME FIXTURES ON, THE REAL PROPERTY HEREIN DESCRIBED.

GRANTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED WHICH INTEREST IS DESCRIBED IN SECTION 1.12 OF THIS INSTRUMENT.

THIS INSTRUMENT IS TO BE FILED IN THE REAL ESTATE RECORDS FOR THE REAL PROPERTY CONSTITUTING COLLATERAL HEREUNDER LYING IN THE STATE OF TEXAS.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. A POWER OF SALE MAY ALLOW THE TRUSTEE OR MORTGAGEE TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS INSTRUMENT.

For purposes of filing this Deed of Trust as a financing statement, the mailing address of Mortgagor is 3014 LCR 704, Kosse, Texas 76653; the mailing address of Mortgagee is c/o PNC Business Credit, 2100 Ross Avenue, Suite 1850, Dallas, Texas 75201.

This instrument, prepared by Thomas Charbonneau, Esq., Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005, (212) 701-3185, contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by Applicable Law.

ATTENTION RECORDING OFFICERS: This instrument is a deed of trust and mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Exhibit A hereto or in instruments and documents described in such Exhibit A hereto.

RECORDED DOCUMENT SHOULD BE RETURNED TO:

~~Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Attn: Athy A. O'Keeffe~~

When Recorded Return To:
NATIONAL COMMERCIAL SERVICES
1050 Wilshire Drive, Suite 310
Troy, MI 48064
File No. N-14-178781

RECORD AND RETURN TO:
Commonwealth Commercial Services
2651 N. Harwood St., Suite 260
Dallas, Texas 75201
GF#: 221100852216m

Doc 20142179 Bk OR Vol 1239 Pg 405

THIS AMENDED AND RESTATED FIRST LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as amended and restated, modified or supplemented from time to time, the "Deed of Trust") dated effective as of June 27, 2014 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), to DAVID PARNELL, as trustee ("Trustee"), for the benefit of PNC BANK, NATIONAL ASSOCIATION, as administrative and collateral agent (in such capacity, the "Mortgagee"), for the financial institutions which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. This Deed of Trust is executed in connection with, and pursuant to the terms of, that certain Revolving Credit and Security Agreement dated as of May 14, 2013 (the "Existing Credit Agreement") as amended and restated by that certain Amended and Restated Revolving Credit and Security Agreement dated as of June 27, 2014 (the "Amended and Restated Credit Agreement"; the Existing Credit Agreement as amended and restated by the Amended and Restated Credit Agreement, the "Credit Agreement", as the same may from time to time be further amended, restated, modified, supplemented or substituted), the defined terms of which are used herein unless otherwise defined herein, by and among Emerge Energy Services, LP, a Delaware limited partnership (the "Parent"), Emerge Energy Services Operating, LLC, a Delaware limited liability company ("Emerge"), Allied Energy Company LLC, an Alabama limited liability company ("AEC"), Allied Renewable Energy, LLC, a Delaware limited liability company ("ARE"), Direct Fuels LLC, a Delaware limited liability company ("Direct Fuels"), Emerge Energy Distributors, Inc., a Delaware corporation ("EED"), Mortgagor, (Mortgagor, together with Emerge, AEC, ARE, Direct Fuels, EED and each Person joined to the Existing Credit Agreement as amended and restated by the Amended and Restated Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the Lenders, and Mortgagee, as Agent.

B. Mortgagor has previously delivered to Mortgagee that certain First Lien Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment dated as of May 14, 2013 and recorded on May 24, 2013 as County Clerk's File number 20132289 in the Official Records of the County of Limestone, State of Texas, and also recorded on June 4, 2013 in Volume 1206, Page 508, as Document number 20132694, in the Official Records of the County of Robertson, State of Texas (the "Original Deed of Trust"), as modified by that certain Mortgage Modification Agreement dated as of December 10, 2013 and recorded on March 24, 2014, as instrument number 20141030 in the Official Records of the County of Limestone, State of Texas, and also recorded on March 24, 2014 as Document number 20140957, in the Official Records of the County of Robertson, State of Texas (the "Mortgage Modification"; the Original Deed of Trust as modified by the Mortgage Modification, the "Existing Deed of Trust") to secure the Obligations under and pursuant to the Existing Credit Agreement.

C. The Mortgagor, the Parent, and any other Credit Parties and/or their respective Subsidiaries, may from time-to-time (i) enter into one or more Lender-Provided Hedges and (ii) obtain Cash Management Products and Services from Mortgagee, as Agent, or any Lender or any Affiliate of Mortgagee or a Lender.

D. Mortgagor will directly or indirectly benefit from such Lender-Provided Hedges and such Cash Management Products and Services.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Deed of Trust in favor of Trustee for the benefit of the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Deed of Trust” shall have the meaning set forth in the preamble.

1.4 “Event of Default” shall have the meaning set forth in Section 6.1 hereof.

1.5 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.6 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.7 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.8 “Ineligible Property” means (a) any property of the Mortgagor to the extent that Mortgagor is prohibited from granting a Lien upon such property by reason of Applicable Law

Doc 20142179 Bk OR Vol 1239 Pg 407

or regulation to which Mortgagor is subject, except to the extent such prohibition is ineffective under Sections 9.406, 9.407, 9.408 and 9.409 of the UCC, and (b) permits and licenses to the extent the grant of a security interest therein is prohibited under Applicable Law or regulation or by their express terms, except to the extent such prohibition is ineffective under Section 9.408 of the UCC.

1.9 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.10 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature now or hereafter located on any of the Realty Collateral affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.11 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, de-

Doc 20142179 Bk OR Vol 1239 Pg 408

velopment, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A attached hereto and made a part hereof for all purposes, including surface and mineral rights therein and together with the Sand Properties and all unsevered, unextracted, and unmined Sand therein and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 “Rents” has the meaning set forth in the TARA and shall include all of Mortgagor’s right, title and interest, now owned or hereafter acquired in and to or relating to all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Realty Collateral, or arising from the use or enjoyment of the Realty Collateral, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Realty Collateral, now due or which may become due or to which Mortgagor may now or hereafter shall become entitled.

1.14 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any property or properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Deed of Trust is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 “TARA” means the Texas Assignment of Rents Act, being Chapter 64 of the Texas Property Code, as in effect from time to time.

1.17 “UCC” means Uniform Commercial Code as in effect in Texas.

Doc 20142179 Bk OR Vol 1239 Pg 409

1.18 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the term "including" means "including without limitation."

ARTICLE II

Creation of Security

2.1 **Conveyance and Grant of Lien.** In consideration of the advance or extension by the Secured Parties to the Borrower of the funds or credit constituting the Obligations, and in further consideration of the mutual covenants contained herein, Mortgagor, by this Deed of Trust hereby GRANTS, CONVEYS, SELLS, TRANSFERS, ASSIGNS AND CONVEYS with a general warranty of title, and WITH THE POWER OF SALE, for the uses, purposes and conditions hereinafter set forth all of its right, title and interest in, to and relating to the Collateral unto Trustee, and to Trustee's successor or successors or substitutes IN TRUST, WITH POWER OF SALE, to secure the payment and performance of the Obligations for the benefit of Mortgagee and the ratable benefit of the Secured Parties.

TO HAVE AND TO HOLD, all of Mortgagor's rights, title and interest in, to and relating to the Collateral unto the Trustee and Trustee's successors or substitutes in trust and to Trustee's and their successors and assigns forever for the benefit of the Secured Parties, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and the performance of the covenants of Mortgagor contained in this Deed of Trust. Mortgagor does hereby bind itself, its successors and permitted assigns, to warrant and forever defend all and singular the Collateral unto the Trustee and Trustee's successors or substitutes in trust, and their successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Revolving and Future Advances and Maximum Amount Secured.** It is contemplated and acknowledged that the Obligations may include revolving and future advances from time to time, and that this Deed of Trust shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date, This Deed of Trust secures all future advances and obligations constituting Obligations.

Doc 20142179 Bk OR Vol 1239 Pg 410

2.3 **Security Interest.** For the same consideration and to further secure the Obligations, Mortgagor hereby grants to Mortgagee for its benefit and the ratable benefit of the other Secured Parties, a security interest in and to the Collateral, except that for purposes of this security interest, the term Collateral shall not include the Ineligible Property.

ARTICLE III **Assignment of Rents and Leases**

3.1 **Assignment of Leases, Rents, Profits, etc.** In consideration of the making of the Advances by the Lenders to the Borrower and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, transfers and assigns, in accordance with the TARA, to Mortgagee on behalf of the Secured Parties all of Mortgagor's right, title and interest in and to the Leases and the Rents. This assignment grants, and is intended to grant to Mortgagee on behalf of the Secured Parties, a presently effective first priority lien and security interest in the Leases and the Rents. So long as Mortgagor collects upon the Rents, Mortgagor agrees to collect and hold all Rents in trust for Mortgagee and to use the Rents for the payment of the cost of operating and maintaining the Collateral and for the payment of the other Obligations before using the Rents for any other purpose. Upon the occurrence of and during the continuation of an Event of Default, Mortgagee shall have all the rights and remedies and be entitled to all of the benefits of Section 64.053, Section 64.054, Section 64.055 and Section 64.057 of the TARA. Upon the occurrence of and during the continuation of an Event of Default, the Mortgagor hereby waives any right to withhold any amount permitted by the provisions of Section 64.060(a) of the TARA and, the provisions thereof notwithstanding, agrees that Mortgagor shall turn over Rents within ten (10) days after notice is received by the Mortgagor as provided in Section 7.13 hereof.

3.2 **Records.** Upon request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed originals or, if acceptable to the Mortgagee, copies of all Leases and copies of all records relating thereto, if any.

3.3 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

3.4 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

ARTICLE IV **Mortgagor's Warranties and Covenants**

4.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Deed of Trust as and when due.

4.2 **Performance Under Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Documents, and every instrument evidencing or securing the Obligations.

4.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Deed of Trust.** Mortgagor has good and indefeasible title to the Realty Collateral and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel.

(b) **Regulatory Filings.** All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

4.4 **Compliance with Legal Requirements and Environmental Laws.** Except as set forth in the Credit Agreement and Other Documents, the Collateral and the present use thereof presently comply with, and, except as set forth in the Credit Agreement and Other Documents, will continue to comply with all Applicable Law and Environmental Laws.

4.5 **Further Assurances.**

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Deed of Trust, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Deed of Trust, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Deed of Trust or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a first priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances.

4.6 **Recording.** Mortgagee (or any designee of Mortgagee) shall (at Mortgagor's expense) record, register, deposit and file this Deed of Trust and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a first priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal require-

Doc 20142179 Bk OR Vol 1239 Ps 412

ment for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral.

4.7 **Insurance.** Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE V

Default

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Deed of Trust.

5.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Deed of Trust or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VI

Mortgagee's Rights

6.1 Rights to Realty Collateral Upon Default.

(a) **Operation of Property by Mortgagee.** Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

(i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

Doc 20142179 Bk OR Vol 1239 Pg 413

(ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and

(iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Trustee and/or Mortgagee, in lieu of or in addition to exercising (to the extent permitted by Applicable Law) the power of sale provided herein, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Deed of Trust and the sale of the Collateral, or (iv) for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Texas, the Trustee may proceed by suit for a judicial sale of the Realty Collateral.

(c) Foreclosure by Private Power of Sale of Collateral. Upon the occurrence and during the continuance of any Event of Default, the Trustee, or any successor or substitute therefor, upon request and direction from Mortgagee, shall enforce this trust by invoking the power of sale and selling the Collateral (or any portion thereof) at public auction in accordance with Section 51.002 of the Texas Property Code, as amended from time to time (or any other or successor provisions of Texas law governing real property foreclosure sales) and in accordance with all other Applicable Law; and, after advertising the time, place (including the county where a portion of the Realty Collateral being sold is located) and the date of the sale of the particular Collateral being sold for at least twenty-one (21) days preceding the date of sale by posting and filing written or printed notice thereof in each county where a portion of the Realty Collateral being sold is located and by serving written or printed notice thereof on each debtor, Trustee shall sell the said Collateral described in the notice at public auction in accordance with such notice to the highest bidder for cash, selling all of said Collateral as an entirety or in such parcels as the Trustee acting may elect. Mortgagor hereby designates as Mortgagor's address for the purpose of notice the address set out in Section 8.13; provided that Mortgagor may by written notice to Mortgagee designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance binding Mortgagor and Mortgagor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or all of the Obligations are paid in full.

Doc 20142179 Bk OR Vol 1239 Pg 414

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor-Trustee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that the Trustee may do in carrying out the Trustee's duties and obligations under this Deed of Trust, and, upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Trustee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Trustee or any public officer acting under execution or by order of court, to have physically present or constructively in Trustee's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Receipt to Purchaser. Upon any sale made under the power of sale herein granted, the receipt of the Trustee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or purchasers, will not, after paying such purchase money and receiving such receipt of the Trustee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof.

(f) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Trustee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(g) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judi-

cial proceedings, shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement.

(h) Mortgagor's Waiver of Appraisalment and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Deed of Trust or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Texas, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Trustee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Trustee may direct.

(i) Other Waivers.

(i) Mortgagee may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Deed of Trust.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived to the fullest extent under Applicable Law, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived to the fullest extent under Applicable Law) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(j) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

6.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee or the Trustee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Deed of Trust. Mortgagee shall have the right to take posses-

Doc 20142179 Bk OR Vol 1239 Pg 416

sion of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 7.13 at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Deed of Trust and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 Rights to Fixture Collateral Upon Default. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 Other Rights. In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) pursuant to procedures provided by Applicable Law, institute proceedings for the complete foreclosure of this Deed of Trust in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Obligations then due and payable, subject to the continuing Lien of this Deed of Trust for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Deed of Trust; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

6.5 Account Debtors. Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

Doc 20142179 Bk OR Vol 1239 Pg 417

6.6 Costs and Expenses. All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

6.7 Set-Off. Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to the Deed of Trust.

6.8 Enforcement of Assignment of Rents and Leases. Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, upon the occurrence and during the continuance of an Event of Default, Mortgagee may, in accordance with the TARA:

(a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or landlord with respect to any Lease.

6.9 Tenancy at Will. In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

6.10 Performance by Mortgagee on Mortgagor's Behalf. Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be

performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

6.11 Rights and Remedies of Sureties. Mortgagor waives any right or remedy which Mortgagor may have or be able to assert pursuant to Chapter 43 of the Civil Practice and Remedies Code of the State of Texas pertaining to the rights and remedies of sureties.

ARTICLE VII

Miscellaneous

7.1 Successor Trustees. The Trustee may resign in writing addressed to Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed by Mortgagee. In case of the death, resignation or removal of the Trustee, a successor Trustee may be appointed by Mortgagee by instrument of substitution complying with any applicable requirements of law, and in the absence of any requirement, without other formality other than an appointment and designation in writing. The appointment and designation will vest in the named successor Trustee all the estate and title of the Trustee in all of the Collateral and all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee. All references herein to the Trustee will be deemed to refer to any successor Trustee from time to time acting hereunder.

7.2 Advances by Mortgagee. Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Deed of Trust, including such costs, expenses and attorney's fees incurred pursuant to Section 6.6 or Section 7.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.3 Defense of Claims. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's, the Trustee's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the sole judgment of Mortgagee, defend Mortgagor's, the Trustee's or Mortgagee's rights to the Collateral, the Trustee or Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, Mortgagee or the Trustee on be-

half of Mortgagee, may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee or the Trustee pursuant to this Section 7.3 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Deed of Trust shall be paid by Mortgagor as provided in Section 7.2 above.

7.4 Termination. If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Trustee and Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this Deed of Trust.

7.5 Renewals, Amendments and Other Security. Without notice or consent of Mortgagor (except as required under the applicable Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Deed of Trust by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Trustee or Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Deed of Trust. This Deed of Trust may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

7.6 Security Agreement, Financing Statement and Fixture Filing. This Deed of Trust will be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT, THIS DEED OF TRUST IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL SAND AS AND AFTER EXTRACTED OR MINED, ALL ACCOUNTS ARISING FROM THE SALE THEREOF, ALL "AS-EXTRACTED" COLLATERAL, AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL.** This Deed of Trust shall be effective as a security instrument under the TARA with respect to the Leases and the Rents. This Deed of Trust shall be filed in the real estate records or other appropriate records of the county or counties in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the UCC records or other appropriate office of the state in which any Collateral is located. At Mortgagee's request, Mortgagor shall execute financing statements covering the Personalty Collateral, including all Sand mined, extracted, and sold, and Fixture Collateral, which financing statements may be filed in the UCC records or other appropriate office of the county or state in which any of the Collateral is

located or in any other location permitted or required to perfect Mortgagee's security interest under the UCC. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time, to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Deed of Trust. A photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement, subject to requirements of Applicable Law.

7.7 Unenforceable or Inapplicable Provisions. If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Trustee and Mortgagee in order to carry out the provisions hereof.

7.8 Rights Cumulative. Each and every right, power and remedy herein given to the Trustee or Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Trustee, or Mortgagee, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustee or by Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.9 Waiver by Mortgagee. Any and all covenants in this Deed of Trust may from time to time by instrument in writing by Mortgagee, be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair either Trustee or Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.10 Terms. The term "Mortgagor" as used in this Deed of Trust will be construed as singular or plural to correspond with the number of persons executing this Deed of Trust as Mortgagor. If more than one person executes this Deed of Trust as Mortgagor, his, her, its, or their duties and liabilities under this Deed of Trust will be joint and several. The terms "Mortgagee," "Mortgagor" and "Trustee" as used in this Deed of Trust include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Deed of Trust which are not defined in the Credit Agreement but are defined in the UCC are used with the meanings therein defined.

7.11 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

7.12 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Texas.

7.13 Notice. All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com

with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: PNC Bank, National Association
c/o PNC Business Credit
2100 Ross Avenue, Suite 1850
Dallas, Texas 75201
Attention: Ron Eckhoff
Telephone: (214) 871-1261
Facsimile: (214) 871-2015

Doc 20142179 Bk OR Vol 1239 Pg 421

with a copy to:

PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Jennifer Rosenstein
Telephone: (412) 762-0915
Facsimile: (412) 762-8672

7.14 Duties of Trustee. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental hereto, or to see to the payment of or be under any duty with respect to any tax or assessment or other governmental charge which may be levied or assessed on the Collateral, any part thereof, or against Mortgagor, or to see to the performance or observance by Mortgagor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Mortgagee. Trustee shall have the right to seek the advice of counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for Trustee's own gross negligence or willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine.

7.15 Condemnation. Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.16 Successors and Assigns.

Doc 20142179 Bk OR Vol 1239 Pg 422

Doc 20142179 Bk OR Vol 1239 Pg 423

(a) This Deed of Trust is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Deed of Trust shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Deed of Trust. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Deed of Trust shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Deed of Trust only if such Person is also then a Lender or an Affiliate of a Lender.

7.17 Section Headings. The article and section headings in this Deed of Trust are inserted for convenience of reference and shall not be considered a part of this Deed of Trust or used in its interpretation.

7.18 Instrument Construed as Deed of Trust etc. This Deed of Trust may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.19 Usury Not Intended. It is the intent of Mortgagor and Mortgagee in the execution and performance of this Deed of Trust and the Credit Agreement to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Texas and the United States of America as are from time to time in effect. In further-

Doc 20142179 Bk OR Vol 1 Pg 1239 424

ance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Deed of Trust or the Credit Agreement shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Deed of Trust or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Deed of Trust or the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

7.20 Credit Agreement. To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Deed of Trust so that the terms and provisions of this Deed of Trust do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Deed of Trust conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Deed of Trust of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.21 Due Authorization. Mortgagor hereby represents, warrants and covenants to Trustee and Mortgagee that the obligations of Mortgagor under this Deed of Trust are the valid, binding and legally enforceable obligations of Mortgagor, that the execution and delivery of this Deed of Trust by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Deed of Trust on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Deed of Trust on Mortgagor's part to be observed or performed.

7.22 No Offsets, Etc. Mortgagor hereby represents, warrants and covenants to Trustee and Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Deed of Trust or the obligations secured thereby.

Doc 20142179 Bk OR Vol 1239 Pg 425

7.23 Bankruptcy Limitation. Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of the Collateral shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Deed of Trust in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Collateral pursuant to this Deed of Trust shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

7.24 Limitation on Liens; Transfer Restrictions.

(a) Except for the Permitted Encumbrances or to the extent permitted by the Credit Agreement, prior Liens and the Lien of this Deed of Trust, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

7.25 Entire Agreement. THIS DEED OF TRUST, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

7.26 Confirmation and Restatement. (i) The Mortgagor, to induce the Mortgagee to consummate the transactions contemplated by the Amended and Restated Credit Agreement, and in order to continue to secure the payment of the Obligations, hereby confirms and ratifies: (a) the conveyance pursuant to the Existing Deed of Trust to or for the benefit of the Mortgagee of the Collateral, (b) the grant pursuant to the Existing Deed of Trust to or for the benefit of the Mortgagee of a mortgage lien and security interest in the Collateral, (c) the assurance that the Existing Deed of Trust, prior to its amendment and restatement by this Deed of Trust, secures the Obligations, and (d) the assurance that this Deed of Trust secures the Obligations as amended pursuant to the Amended and Restated Credit Agreement. Nothing contained in this Deed of Trust shall be construed as (x) a novation of the Obligations (as defined in the Existing Deed of Trust) or (y) a release or waiver of all of any portion of the conveyance to or for the benefit of

the Mortgagee of the Collateral or the grant to or for the benefit of the Mortgagee of mortgage lien and a security interest in the Collateral pursuant to the Existing Deed of Trust.

(ii) This Deed of Trust amends and restates in its entirety the Existing Deed of Trust.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Doc 20142179 Bk OR Vol 1239 Pg 426

Executed in multiple originals and effective as of the Effective Date.

SUPERIOR SILICA SANDS LLC, a Texas
limited liability company

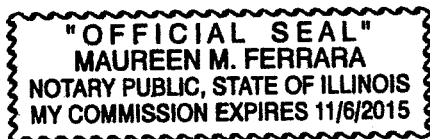
By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

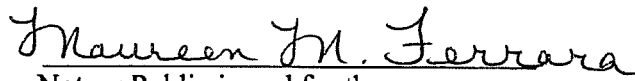
By: 
Name: Robert Lane
Title: Chief Financial Officer

THE STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was acknowledged before me on this 24th day of June, 2014, by Robert Lane, as authorized signatory* of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.

*and Chief Financial Officer




Notary Public in and for the
State of Illinois

Doc 20142179 Bk OR Vol 1239 Pg 427

Doc 20142179 Bk OR Vol 1239 Pg 428

EXHIBIT A

Tract 1:

All that certain tract or parcel of land situated in Limestone County, Texas, being a part of the Luke Moore Survey, Abstract No. 387 being all of a called 224.352 acre tract conveyed from Silica Sand Investments, LP to Superior Silica Sands LLC by deed dated June 20, 2008 recorded in Volume 1283, Page 755 of the Real Property Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

Beginning at a found 5/8" iron rod at the intersection of the common line between the said Moore Survey, A-387 and the Luke Moore Survey, A-274 and the west right-of-way line of Limestone County Road 704, on the north line of a called 949.91 acre tract conveyed to Kelly G. Bounds and Katrina M. Bounds in Volume 1387, Page 318, for the southeast corner of this tract;

Thence S 57°31'34" W - 5175.93 feet along the said common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, the said north line of the said 949.91 acre tract to a found street car rail on the east line of the Joshua Hudson Survey, A-261, at an interior ell corner of the said 949.91 acre tract, for the southwest corner of this tract;

Thence N 32°16'14" W - 1654.59 feet continuing along the said north line of the 949.91 acre tract, the common line between the said Moore Survey, A-387 and the said Hudson Survey to a found 1/2" iron rod on the south line of a called 99.836 acre tract conveyed to Superior Silica Sands LLC in Volume 1283, Page 744, at the most westerly northeast corner of the said 949.91 acre tract, for the most southerly northwest corner of this tract;

Thence along the south and east lines respectively of the said 99.836 acre tract for the following courses and distances:

N 57°30'26" E - 1155.80 feet to a found 1/2" iron rod at the southeast corner of the said 99.836 acre tract, for an interior ell corner of this tract;

N 32°26'08" W - 374.75 feet to a found 1/2" iron rod at the southwest corner of a called 43.71 acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, for the most northerly northwest corner of this tract;

Thence N 57°32'03" E - 1071.57 feet along the south line of the said 43.71 acre tract to a found 1/2" iron rod at the southwest corner of a called 47.934 acre tract conveyed to Superior Silica Sands LLC in Volume 1283, Page 761, at the southeast corner of the said 43.71 acre tract, for an interior ell corner of this tract;

Thence N 57°31'27" E - 2797.95 feet along the south lines of the said 47.934 acre tract and a called 25.786 acre tract conveyed to Ben F. Ritchie in Volume 719, Page 388 respectively to a found 1/2" iron rod on the west right-of-way line of Limestone County Road 704, at the southeast corner of the said 25.786 acre tract, for the northeast corner of this tract;

Thence along the said west right-of-way line of Limestone County Road 704 for the following

Doc 20142179 Bk OR Vol 1239 Pg 429

courses and distances:

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

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

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

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

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

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

S 46°53'04" E - 587.80 feet to the POINT OF BEGINNING containing within these metes and bounds 224.352 acres of land, more or less.

Tract 2:

All that certain tract or parcel of land situated in Limestone County, Texas, being a part of the Luke Moore Survey, Abstract No. 387, and a part of the J.M. Hooper Survey, A-235, being all of a called 47.934 acre tract conveyed from Douglas Keith Blair, et ux to Superior Silica Sands LLC by deed dated June 19, 2008 recorded in Volume 1283, Page 761 of the Real Property Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 90d nail on the south right-of-way line of Limestone County Road 700, at the northwest corner of a called 37.86 acre tract conveyed to Luther A. Bell in Volume 729, Page 728, for the northeast corner of this tract;

Thence S 32°27'39" E - 1898.34 feet along the west lines of the said 34.86 acre tract and a called 25.786 acre tract conveyed to Ben F. Ritchie in Volume 719, Page 388 to a found 5/8" iron rod on the north line of a called 224.352 acre tract conveyed to Superior Silica Sands LLC recorded in Volume 1283, Page 755, at the southwest corner of the said 25.786 acre tract, for the southeast corner of this tract;

Thence S 57°31'27" W - 1101.05 feet along the north line of the said 224.352 acre tract to a found 1/2" iron rod at the southeast corner of a called 43.71 acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, for the southwest corner of this tract;

Thence N 32°25'05" W - 1896.83 feet along the east line of the said 43.71 acre tract to a found 5/8" iron rod on the said south right-of-way line of Limestone County Road 700, at the northeast corner of the said 43.71 acre tract, for the northwest corner of this tract;

Doc 20142179 Bk OR Vol 1239 Pg 430

Thence N 57°26'43" E - 1099.63 feet along the said south right-of-way line of Limestone County Road 700 to the POINT OF BEGINNING containing within these metes and bounds 47.934 acres of land, more or less.

SAVE AND EXCEPT all that certain tract of land, being a part of the John M. Hooper Survey containing 10.010 acres more fully described in deed dated May 14, 2014, from Superior Silica Sands, LLC, to Simmie Fuller and Amber Fuller, of record in Document No. 20142100, of the Real Property Records of Limestone County, Texas.

Tract 3:

All that certain tract or parcel of land situated in Limestone County, Texas and Robertson County, Texas, being a part of the Luke Moore Survey, Abstract No. 274 being all of a called 3.569 acre tract conveyed from Texas Sports Sands, Inc. to Superior Silica Sands LLC by deed dated June 20, 2008 recorded in Volume 1283, Page 739 of the Official Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1/2" iron rod on the west line of the W.S. Armstrong Survey, A-43, on the south line of a called 118.976 acre tract conveyed to John Michael Chatagnier and Cynthia Chatagnier in Volume 1136, Page 524, at the southeast corner of the Luke Moore Survey, A-387, at the northwest corner of a called 98.723 acre tract conveyed to Oma Swearingen in Volume 730, Page 317 (Official Records of Robertson County), for the common northeast corner of the said Moore Survey, A-274 and of this tract;

Thence S 31°40'45" E - 1018.95 feet along the common line between the said Moore Survey, A-274 and the said Armstrong Survey, the west line of the said 98.723 acre tract to a point within Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road), on the east line of a called 949.91 acre tract conveyed to Kelly G. Bounds and Katrina M. Bounds in Volume 1387, Page 318, for the south corner of this tract from which a found 5/8" iron rod on the northeast right-of-way line of the said Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road bears: N 31°40'45" W - 97.15 feet);

Thence N 48°24'47" W - 1059.68 feet within the said Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road), along the east line of the said 949.91 acre tract to a point on the common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, at the most easterly northeast corner of the said 949.91 acre tract, for the northwest corner of this tract from which a found 5/8" iron rod for reference bears: N 57°32'33" E - 29.20 feet;

Thence N 57°32'33" E - 305.14 feet along the said common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, the prolongation of and the south line of the said 118.976 acre tract to the POINT OF BEGINNING containing within these metes and bounds 3.569 acres of land of which 0.650 acres lies within the said Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road).

Doc 20142179 Ek OR Vol 1239 Ps 431

Tract 4:

All that certain tract or parcel of land situated in Limestone County, Texas, being apart of the Luke Moore Survey, Abstract No. 387, a part of the J.M. Hooper Survey, A-235 and a part of the T.H. Duggan Survey, A-159, being all of a called 99.836 acre tract (Parcel B) conveyed from Sport Sand Investments, LP to Superior Silica Sands LLC by deed dated June 20, 2008 recorded in Volume 1283, Page 744 of the Official Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set 5/8" iron rod on the south right-of-way line of Limestone County Road 700, at the northeast corner of a called 25.00 acre tract conveyed to Donnie K. Hall and Lisa R. Hall in Volume 1178, Page 372, for the most northerly northwest corner of this tract;

Thence N 57°36'20" E - 837.77 feet along the said south right-of-way line of Limestone County Road 700 to a found 5/8" iron rod at the northwest corner of a called 50 acre tract (Undivided 50% Interest) conveyed to Carlton Kim Smitherman in Volume 1223, Page 415, for the most northerly northeast corner of this tract;

Thence S 32°23'40" E - 1298 .80 feet along the west line of the said 50 acre tract to a found 8" treated fence corner post at the southwest corner of the said 50 acre tract, for an interior ell corner of this tract;

Thence N 57°36'52" E - 1675.78 feet along the south lines of the said 50 acre tract and a called 17.01 acre tract conveyed to Christopher J. Smitherman in Volume 1223, Page 420 to a found 1/2" iron rod on the west line of a called 43.71 acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, at the southeast corner of the said 17.01 acre tract, for the most southerly northeast corner of this tract;

Thence S 32°31'46" E - 596.77 feet along the west line of the said 43.71 acre tract to a found 1/2" iron rod at the most northerly northwest corner of a called 224.352 acre tract conveyed to Superior Silica Sands LLC in Volume 1283, Page 755, at the southwest corner of the said 43.71 acre tract, for an exterior ell corner of this tract;

Thence along the north line of the said 224.352 acre tract for the following courses and distances:

S 32°26'08" E - 374.75 feet to a found 1/2" iron rod at an interior ell corner of the said 224.352 acre tract, for the southeast corner of this tract;

S 57°30'26" W - 1155.80 feet to a found 1/2" iron rod on the common line between the said Moore Survey and the Joshua Hudson Survey, A-261, at the most westerly northeast corner of a called 949.91 acre tract conveyed to Kelly G. Bounds and Katrina M. Bounds in Volume 1387, Page 318, at the most southerly northwest corner of the said 224.352 acre tract, for an exterior ell corner of this tract;

Thence S 57°36'20" W - 2195.24 feet along the common line between the said Hudson Survey and the said Hooper Survey and the said Duggan Survey respectively, the north line of the said 949.91 acre tract to a found 5/8" iron rod at the southeast corner of a called 71.833 acre tract conveyed to Garry L. Doerre, et ux in Volume 507, Page 224, for the southwest corner of this tract;

Thence N 32°24'31" W - 973.39 feet along the east line of the said 71.833 acre tract to a set 5/8" iron rod at the northeast corner of the said 71.833 acre tract, the southeast corner of a called 35 acre tract conveyed to Tressie L. Barkley in Volume 952, Page 028, at the southwest corner of the said 25.00 acre tract, for the most southerly northwest corner of this tract;

Thence N 57°35'54" E - 836.37 feet along the south line of the said 25.00 acre tract to a found 1/2" iron rod at the southeast corner of the said 25.00 acre tract, for an interior ell corner of this tract;

Thence N 32°24'31" W - 1299.07 feet along the east line of the said 25.00 acre tract to the POINT OF BEGINNING containing within these metes and bounds 99.836 acres or land, more or less.

NOTE: Company does not represent that the above acreage and/or square footage calculations are correct.

NOTE: Property ID's: R115632; R9118; R8891; R122958; R54062; R54063 and R9211

Doc 20142179 Bk OR Vol 1239 Pg 432

STATE OF TEXAS COUNTY OF ROBERTSON
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of: Robertson County
as stamped hereon by me.

Jul 03, 2014

Kathryn N. Brimhall, County Clerk
Robertson County

19-11563-KBO-876-4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FIRST LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

FROM

SUPERIOR SILICA SANDS LLC
(Grantor)

TO

DIANA LANSING, Trustee for the Benefit of
(Trustee)

PNC BANK, NATIONAL ASSOCIATION, as Agent
(Beneficiary)

June 30, 2017

(This document serves as a Fixture Filing under Section 9.502 of the Texas Business and Commerce Code)

Grantor's Organizational Identification Number is: 800987986

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL COVERED HEREBY.

THIS INSTRUMENT COVERS THE INTEREST OF GRANTOR IN MINERALS OR THE LIKE (INCLUDING SAND) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF.

THIS INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN, AND IT IS TO BE FILED FOR RECORD AS A FIXTURE FILING, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTY CLERK OF THE COUNTIES LISTED ON EXHIBIT A HERETO.

Bexar County, Texas

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING GOODS WHICH ARE, OR ARE TO BECOME FIXTURES ON, THE REAL PROPERTY HEREIN DESCRIBED.

GRANTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED WHICH INTEREST IS DESCRIBED IN SECTION 1.12 OF THIS INSTRUMENT.

THIS INSTRUMENT IS TO BE FILED IN THE REAL ESTATE RECORDS FOR THE REAL PROPERTY CONSTITUTING COLLATERAL HEREUNDER LYING IN THE STATE OF TEXAS.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. A POWER OF SALE MAY ALLOW THE TRUSTEE OR BENEFICIARY TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY GRANTOR UNDER THIS INSTRUMENT.

For purposes of filing this Deed of Trust as a financing statement, the mailing address of Grantor is 600 Western Place, Suite 465, Fort Worth, Texas 76107; the mailing address of Beneficiary is c/o PNC Business Credit, 2100 Ross Avenue, Suite 1850, Dallas, Texas 75201.

This instrument, prepared by Thomas Charbonneau, Esq., Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York 10005, (212) 701-3185, contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by Applicable Law.

ATTENTION RECORDING OFFICERS: This instrument is a deed of trust and mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Grantor which are described in Exhibit A hereto or in instruments and documents described in such Exhibit A hereto.

RECORDED DOCUMENT SHOULD BE RETURNED TO:

Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
Attn: Thomas Charbonneau, Esq.

THIS FIRST LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as amended and restated, modified or supplemented from time to time, the “Deed of Trust”) dated effective as of June 30, 2017 (“Effective Date”) is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company (“Grantor”), to DIANA LANSING, as trustee (“Trustee”), for the benefit of PNC BANK, NATIONAL ASSOCIATION, as administrative and collateral agent (in such capacity, the “Beneficiary”), for the financial institutions which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the “Lenders” and each individually a “Lender”).

RECITALS

A. This Deed of Trust is executed in connection with, and pursuant to the terms of, that certain Revolving Credit and Security Agreement dated as of May 14, 2013 (the “Existing Credit Agreement”) as amended and restated by that certain Amended and Restated Revolving Credit and Security Agreement dated as of June 27, 2014 (the “Amended and Restated Credit Agreement”) and as amended by that certain Amendment No. 1, dated as of April 6, 2015, as amended by that certain Amendment No. 2, dated as of November 20, 2015, as amended by that certain Amendment No. 3, dated as of March 1, 2016, as amended by that certain Amendment No. 4, dated as of May 20, 2016, as amended by that certain Amendment No. 5, dated as of May 20, 2016, as amended by that certain Amendment No. 6, dated as of May 27, 2016, as amended by that certain Amendment No. 7, dated as of June 10, 2016, as amended by that certain Amendment No. 8, dated as of June 15, 2016, as amended by that certain Amendment No. 9, dated as of June 17, 2016, as amended by that certain Amendment No. 10, dated as of June 30, 2016, as amended by that certain Amendment No. 11, dated as of August 31, 2016, and as further amended by that certain Amendment No. 12, dated April 12, 2017 (collectively, the “Amendments”; the Existing Credit Agreement as amended and restated by the Amended and Restated Credit Agreement and as further amended by the Amendments, the “Credit Agreement”, as the same may from time to time be further amended, restated, modified, supplemented or substituted), the defined terms of which are used herein unless otherwise defined herein, by and among Emerge Energy Services, LP, a Delaware limited partnership (the “Parent”), Emerge Energy Services Operating, LLC, a Delaware limited liability company (“Emerge”), Grantor (Grantor, together with Emerge and each Person joined to the Credit Agreement as a borrower from time to time, collectively, the “Borrowers”, and each individually a “Borrower”), the Lenders, and Beneficiary, as Agent.

B. The Grantor, the Parent, and any other Credit Parties and/or their respective Subsidiaries, may from time-to-time (i) enter into one or more Lender-Provided Hedges and (ii) obtain Cash Management Products and Services from Beneficiary, as Agent, or any Lender or any Affiliate of Beneficiary or a Lender.

C. Grantor will directly or indirectly benefit from such Lender-Provided Hedges and such Cash Management Products and Services.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor (a)

wishes to make this Deed of Trust in favor of Trustee for the benefit of the Beneficiary to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I
Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Grantor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Deed of Trust” shall have the meaning set forth in the preamble.

1.4 “Event of Default” shall have the meaning set forth in Section 5.1 hereof.

1.5 “Fixture Collateral” means all of Grantor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.6 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.10 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.7 “Improvements” means all of Grantor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.8 “Ineligible Property” means (a) any property of the Grantor to the extent that Grantor is prohibited from granting a Lien upon such property by reason of Applicable Law or regulation to which Grantor is subject, except to the extent such prohibition is ineffective under Sections 9.406, 9.407, 9.408 and 9.409 of the UCC, and (b) permits and licenses to the extent the grant of a security interest therein is prohibited under Applicable Law or regulation or by their express terms, except to the extent such prohibition is ineffective under Section 9.408 of the UCC.

1.9 “Leases” means all of Grantor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.10 “Operating Equipment” means all of Grantor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature now or hereafter located on any of the Realty Collateral affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.11 “Personalty Collateral” means all of Grantor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.12 “Realty Collateral” means (a) all of Grantor’s right, title and interest, now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A attached hereto and made a part hereof for all purposes, including surface and mineral rights therein and together with the Sand Properties and all unsevered, unextracted, and unmined Sand therein and (b) Grantor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 “Rents” has the meaning set forth in the TARA and shall include all of Grantor’s right, title and interest, now owned or hereafter acquired in and to or relating to all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Realty Collateral, or arising from the use or enjoyment of the Realty Collateral, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Realty Collateral, now due or which may become due or to which Grantor may now or hereafter shall become entitled.

1.14 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 “Sand Property” or “Sand Properties” means all of Grantor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Grantor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Grantor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any property or properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Deed of Trust is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 “TARA” means the Texas Assignment of Rents Act, being Chapter 64 of the Texas Property Code, as in effect from time to time.

1.17 “UCC” means Uniform Commercial Code as in effect in Texas.

1.18 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and

Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the term "including" means "including without limitation."

ARTICLE II

Creation of Security

2.1 **Conveyance and Grant of Lien.** In consideration of the advance or extension by the Secured Parties to the Borrower of the funds or credit constituting the Obligations, and in further consideration of the mutual covenants contained herein, Grantor, by this Deed of Trust hereby GRANTS, CONVEYS, SELLS, TRANSFERS, ASSIGNS AND CONVEYS with a general warranty of title, and WITH THE POWER OF SALE, for the uses, purposes and conditions hereinafter set forth all of its right, title and interest in, to and relating to the Collateral unto Trustee, and to Trustee's successor or successors or substitutes IN TRUST, WITH POWER OF SALE, to secure the payment and performance of the Obligations for the benefit of Beneficiary and the ratable benefit of the Secured Parties.

TO HAVE AND TO HOLD, all of Grantor's rights, title and interest in, to and relating to the Collateral unto the Trustee and Trustee's successors or substitutes in trust and to Trustee's and their successors and assigns forever for the benefit of the Secured Parties, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and the performance of the covenants of Grantor contained in this Deed of Trust. Grantor does hereby bind itself, its successors and permitted assigns, to warrant and forever defend all and singular the Collateral unto the Trustee and Trustee's successors or substitutes in trust, and their successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Subject, however, to the condition that none of the Beneficiary or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Grantor in respect of the Collateral. It is Grantor's intention that this instrument cover Grantor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Revolving and Future Advances and Maximum Amount Secured.** It is contemplated and acknowledged that the Obligations may include revolving and future advances from time to time, and that this Deed of Trust shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date or, whether having been advanced, are later repaid in part or in whole and further advances made at a later date, this Deed of Trust secures all future advances and obligations constituting Obligations.

2.3 **Security Interest.** For the same consideration and to further secure the Obligations, Grantor hereby grants to Beneficiary for its benefit and the ratable benefit of the other Se-

cured Parties, a security interest in and to the Collateral, except that for purposes of this security interest, the term Collateral shall not include the Ineligible Property.

ARTICLE III **Assignment of Rents and Leases**

3.1 **Assignment of Leases, Rents, Profits, etc.** In consideration of the making of the Advances by the Lenders to the Borrower and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, transfers and assigns, in accordance with the TARA, to Beneficiary on behalf of the Secured Parties all of Grantor's right, title and interest in and to the Leases and the Rents. This assignment grants, and is intended to grant to Beneficiary on behalf of the Secured Parties, a presently effective first priority lien and security interest in the Leases and the Rents. So long as Grantor collects upon the Rents, Grantor agrees to collect and hold all Rents in trust for Beneficiary and to use the Rents for the payment of the cost of operating and maintaining the Collateral and for the payment of the other Obligations before using the Rents for any other purpose. Upon the occurrence of and during the continuation of an Event of Default, Beneficiary shall have all the rights and remedies and be entitled to all of the benefits of Section 64.053, Section 64.054, Section 64.055 and Section 64.057 of the TARA. Upon the occurrence of and during the continuation of an Event of Default, the Grantor hereby waives any right to withhold any amount permitted by the provisions of Section 64.060(a) of the TARA and, the provisions thereof notwithstanding, agrees that Grantor shall turn over Rents within ten (10) days after notice is received by the Grantor as provided in Section 7.13 hereof.

3.2 **Records.** Upon request by Beneficiary, Grantor shall promptly deliver to Beneficiary executed originals or, if acceptable to the Beneficiary, copies of all Leases and copies of all records relating thereto, if any.

3.3 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Beneficiary.

3.4 **Right to Rely.** Grantor hereby directs the lessees under the Leases to pay Rents, if any, to Beneficiary upon written demand by Beneficiary, without further consent of Grantor, and the lessees may rely upon any written statement delivered by Beneficiary to the lessees.

ARTICLE IV **Grantor's Warranties and Covenants**

4.1 **Payment of Obligations.** Grantor covenants that Grantor shall timely pay and perform the Obligations secured by this Deed of Trust as and when due.

4.2 **Performance Under Documents.** Grantor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Documents, and every instrument evidencing or securing the Obligations.

4.3 **Representations and Warranties.** Grantor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Deed of Trust.** Grantor has good and indefeasible title to the Realty Collateral and the Improvements, and good and

marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). If the interest of Beneficiary in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Grantor hereby authorizes Beneficiary, at Grantor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel.

(b) Regulatory Filings. All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

4.4 Compliance with Legal Requirements and Environmental Laws. Except as set forth in the Credit Agreement and Other Documents, the Collateral and the present use thereof presently comply with, and, except as set forth in the Credit Agreement and Other Documents, will continue to comply with all Applicable Law and Environmental Laws.

4.5 Further Assurances.

(a) Grantor covenants that Grantor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Beneficiary, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Deed of Trust, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Deed of Trust, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Deed of Trust or upon the interest of Beneficiary.

(b) Grantor covenants that Grantor shall maintain and preserve the Lien and security interest herein created as a first priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances.

4.6 Recording. Beneficiary (or any designee of Beneficiary) shall (at Grantor's expense) record, register, deposit and file this Deed of Trust and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a first priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral.

4.7 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Grantor, upon request by Beneficiary, Grantor shall obtain and provide Beneficiary with copies of certificates of insurance showing

Grantor as a named insured. Grantor hereby assigns to Beneficiary for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Beneficiary may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Beneficiary may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Beneficiary shall remit such insurance proceeds paid to Beneficiary in respect of such event to Grantor. Any insurance proceeds received by Grantor and due to Beneficiary shall be held in trust for the benefit of Beneficiary, shall be segregated from other funds of Grantor and shall be forthwith paid over to Beneficiary.

ARTICLE V

Default

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an “Event of Default” under this Deed of Trust.

5.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Grantor. Whether or not Beneficiary elects to accelerate as herein provided, Beneficiary may simultaneously, or thereafter, without any further notice to Grantor, exercise any other right or remedy available at law or equity and/or provided in this Deed of Trust or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VI

Beneficiary's Rights

6.1 Rights to Realty Collateral Upon Default.

(a) **Operation of Property by Beneficiary.** Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Beneficiary, Beneficiary shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

(i) to enter upon and take possession of any of the Realty Collateral and exclude Grantor therefrom;

(ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Grantor could do so, and without any liability to Grantor in connection with such operations other than to the extent Beneficiary is found to be liable to Grantor as a result of the gross negligence or willful misconduct of Beneficiary in a final, non-appellable judgment by a court of competent jurisdiction; and

(iii) to the extent that Grantor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Grantor with respect to the Realty Collateral.

Beneficiary may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Grantor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Trustee and/or Beneficiary, in lieu of or in addition to exercising (to the extent permitted by Applicable Law) the power of sale provided herein, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Deed of Trust and the sale of the Collateral, or (iv) for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Texas, the Trustee may proceed by suit for a judicial sale of the Realty Collateral.

(c) Foreclosure by Private Power of Sale of Collateral. Upon the occurrence and during the continuance of any Event of Default, the Trustee, or any successor or substitute therefor, upon request and direction from Beneficiary, shall enforce this trust by invoking the power of sale and selling the Collateral (or any portion thereof) at public auction in accordance with Section 51.002 of the Texas Property Code, as amended from time to time (or any other or successor provisions of Texas law governing real property foreclosure sales) and in accordance with all other Applicable Law; and, after advertising the time, place (including the county where a portion of the Realty Collateral being sold is located) and the date of the sale of the particular Collateral being sold for at least twenty-one (21) days preceding the date of sale by posting and filing written or printed notice thereof in each county where a portion of the Realty Collateral being sold is located and by serving written or printed notice thereof on each debtor, Trustee shall sell the said Collateral described in the notice at public auction in accordance with such notice to the highest bidder for cash, selling all of said Collateral as an entirety or in such parcels as the Trustee acting may elect. Grantor hereby designates as Grantor's address for the purpose of notice the address set out in Section 8.13; provided that Grantor may by written notice to Beneficiary designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance binding Grantor and Grantor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or all of the Obligations are paid in full.

(d) Certain Aspects of Sale. Beneficiary will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Beneficiary as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the

appointment of any successor-Trustee hereunder and the truth and accuracy of all other matters stated therein. Grantor does hereby ratify and confirm all legal acts that the Trustee may do in carrying out the Trustee's duties and obligations under this Deed of Trust, and, upon the occurrence of an Event of Default, Grantor hereby irrevocably appoints Beneficiary to be the attorney-in-fact of Grantor and in the name and on behalf of Grantor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Grantor ought to execute and deliver and do and perform any and all such acts and things which Grantor ought to do and perform under the covenants herein contained and generally to use the name of Grantor in the exercise of all or any of the powers hereby conferred on Trustee. Upon any sale, whether under the power of sale hereby given or by virtue of judicial proceedings, it shall not be necessary for Trustee or any public officer acting under execution or by order of court, to have physically present or constructively in Trustee's possession any of the Collateral, and Grantor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Receipt to Purchaser. Upon any sale made under the power of sale herein granted, the receipt of the Trustee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or purchasers, will not, after paying such purchase money and receiving such receipt of the Trustee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof.

(f) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Grantor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Grantor, Grantor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Grantor, or Grantor's successors or assigns. Nevertheless, if requested by the Trustee so to do, Grantor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Grantor agrees that if Grantor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Grantor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Grantor.

(g) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, shall either be, at the option of Beneficiary, applied at the time of receipt, or held by Beneficiary in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement.

(h) Grantor's Waiver of Appraisalment and Marshalling. Grantor agrees, to the full extent that Grantor may lawfully so agree, that Grantor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or

redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Deed of Trust or pursuant to the decree of any court of competent jurisdiction; and Grantor, for Grantor and all who may claim through or under Grantor, hereby waives the benefit of all such laws and, to the extent that Grantor may lawfully do so under any Applicable Law of the State of Texas, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Grantor agrees that Trustee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Trustee may direct.

(i) Other Waivers.

(i) Beneficiary may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Beneficiary in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Deed of Trust.

(ii) Grantor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Grantor does hereby authorize Beneficiary without making a demand or putting in default, putting in default being expressly waived to the fullest extent under Applicable Law, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived to the fullest extent under Applicable Law) either in its entirety or in lots, or parcels as Beneficiary may determine to the highest bidder for cash or on such terms as Beneficiary may direct, Grantor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(j) Applicable Law. If any law referred to herein and now in force, of which Grantor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

6.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Beneficiary or the Trustee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Deed of Trust. Beneficiary shall have the right to take possession of the Personalty Collateral, and for this purpose Beneficiary may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Grantor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Beneficiary may require Grantor to assemble the Personalty Collateral and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or

is of a type customarily sold on a recognized market, Beneficiary will send Grantor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 7.13 at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Beneficiary will be entitled to recover attorney's fees and legal expenses as provided for in this Deed of Trust and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Grantor will remain liable for any deficiency remaining after the sale or other disposition. Grantor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 Rights to Fixture Collateral Upon Default. Upon the occurrence and during the continuance of any Event of Default, Beneficiary may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 Other Rights. In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Beneficiary may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary: (i) pursuant to procedures provided by Applicable Law, institute proceedings for the complete foreclosure of this Deed of Trust in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Obligations then due and payable, subject to the continuing Lien of this Deed of Trust for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Deed of Trust; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Grantor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Beneficiary may have under Applicable Law.

6.5 Account Debtors. Beneficiary may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Beneficiary and contact account debtors directly to verify information furnished by Grantor. Beneficiary shall not have any obligation to preserve any rights against prior parties.

6.6 Costs and Expenses. All sums advanced or costs or expenses incurred by Beneficiary (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Grantor to Beneficiary as part of the Obligations. Grantor hereby agrees to repay such sums on demand.

6.7 Set-Off. Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the right to set-off any funds of Grantor in the possession of Beneficiary against any amounts then due by Grantor to Beneficiary pursuant to the Deed of Trust.

6.8 Enforcement of Assignment of Rents and Leases. Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, upon the occurrence and during the continuance of an Event of Default, Beneficiary may, in accordance with the TARA:

(a) collect and/or sue for the Rents, if any, in Beneficiary's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Beneficiary may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Beneficiary deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Grantor to transfer all security deposits and records thereof to Beneficiary together with all original counterparts of the Leases.

Neither enforcement of Beneficiary's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Beneficiary, nor both, shall render Beneficiary liable on any obligation under any Lease. Beneficiary neither has nor assumes obligations as lessor or landlord with respect to any Lease.

6.9 Tenancy at Will. In the event of a trustee's sale hereunder and if at the time of such sale Grantor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

6.10 Performance by Beneficiary on Grantor's Behalf. Grantor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Beneficiary, in Grantor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Grantor, and any expenses incurred and any money paid by Beneficiary shall be a demand obligation owing by Grantor to Beneficiary. Beneficiary shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Beneficiary shall waive or cure any default or waive any right, remedy or recourse of Beneficiary.

6.11 Rights and Remedies of Sureties. Grantor waives any right or remedy which Grantor may have or be able to assert pursuant to Chapter 43 of the Civil Practice and Remedies Code of the State of Texas pertaining to the rights and remedies of sureties.

ARTICLE VII

Miscellaneous

7.1 Successor Trustees. The Trustee may resign in writing addressed to Beneficiary or be removed at any time with or without cause by an instrument in writing duly executed by Beneficiary. In case of the death, resignation or removal of the Trustee, a successor Trustee may be appointed by Beneficiary by instrument of substitution complying with any applicable requirements of law, and in the absence of any requirement, without other formality other than an appointment and designation in writing. The appointment and designation will vest in the named successor Trustee all the estate and title of the Trustee in all of the Collateral and all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee. All references herein to the Trustee will be deemed to refer to any successor Trustee from time to time acting hereunder.

7.2 Advances by Beneficiary. Each and every covenant of Grantor herein contained shall be performed and kept by Grantor solely at Grantor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Beneficiary (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Grantor's behalf, and Grantor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Grantor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Beneficiary which are to be obligations of Grantor pursuant to, or allowed by, the terms of this Deed of Trust, including such costs, expenses and attorney's fees incurred pursuant to Section 6.6 or Section 7.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Grantor from any default hereunder.

7.3 Defense of Claims. Grantor shall promptly notify Beneficiary in writing of the commencement of any legal proceedings affecting Grantor's title to the Collateral or Beneficiary's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Beneficiary, as may be necessary to preserve Grantor's, the Trustee's and Beneficiary's rights affected thereby. If Grantor fails or refuses to adequately or vigorously, in the sole judgment of Beneficiary, defend Grantor's, the Trustee's or Beneficiary's rights to the Collateral, the Trustee or Beneficiary may take such action on behalf of and in the name of Grantor and at Grantor's expense. Moreover, Beneficiary or the Trustee on behalf of Beneficiary, may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Beneficiary or the Trustee pursuant to this Section 7.3 or in connection with the defense by Beneficiary of any claims, demands or litigation relating to Grantor, the Collateral or the transactions contemplated in this Deed of Trust shall be paid by Grantor as provided in Section 7.2 above.

7.4 Termination. If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Grantor and the entire estate, right, title and interest of Trustee and Beneficiary will thereupon cease; and Beneficiary in such case shall, upon the request of Grantor and the payment by Grantor of all reasonable attorneys' fees and other expenses, deliver to Grantor proper instruments acknowledging satisfaction of this Deed of Trust.

7.5 Renewals, Amendments and Other Security. Without notice or consent of Grantor (except as required under the applicable Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Beneficiary may take or hold other security for the Obligations without notice to or consent of Grantor. The acceptance of this Deed of Trust by Beneficiary shall not waive or impair any other security Beneficiary may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Trustee or Beneficiary may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Deed of Trust. This Deed of Trust may not be amended, waived or modified except in a written instrument executed by both Grantor and Beneficiary.

7.6 Security Agreement, Financing Statement and Fixture Filing. This Deed of Trust will be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT, THIS DEED OF TRUST IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING GRANTOR'S INTEREST IN ALL SAND AS AND AFTER EXTRACTED OR MINED, ALL ACCOUNTS ARISING FROM THE SALE THEREOF, ALL "AS-EXTRACTED" COLLATERAL, AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL.** This Deed of Trust shall be effective as a security instrument under the TARA with respect to the Leases and the Rents. This Deed of Trust shall be filed in the real estate records or other appropriate records of the county or counties in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the UCC records or other appropriate office of the state in which any Collateral is located. At Beneficiary's request, Grantor shall execute financing statements covering the Personalty Collateral, including all Sand mined, extracted, and sold, and Fixture Collateral, which financing statements may be filed in the UCC records or other appropriate office of the county or state in which any of the Collateral is located or in any other location permitted or required to perfect Beneficiary's security interest under the UCC. In addition, Grantor hereby irrevocably authorizes Beneficiary and any affiliate, employee or agent thereof, at any time and from time to time, to file in any Uniform Commercial Code jurisdiction any financing statement or document and amendments thereto, without the signature of Grantor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Deed of Trust. A photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement, subject to requirements of Applicable Law.

7.7 Unenforceable or Inapplicable Provisions. If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Trustee and Beneficiary in order to carry out the provisions hereof.

7.8 Rights Cumulative. Each and every right, power and remedy herein given to the Trustee or Beneficiary will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Trustee, or Beneficiary, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustee or by Beneficiary in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.9 Waiver by Beneficiary. Any and all covenants in this Deed of Trust may from time to time by instrument in writing by Beneficiary, be waived to such extent and in such manner as Beneficiary may desire, but no such waiver will ever affect or impair either Trustee or Beneficiary's rights hereunder, except to the extent specifically stated in such written instrument.

7.10 Terms. The term "Grantor" as used in this Deed of Trust will be construed as singular or plural to correspond with the number of persons executing this Deed of Trust as Grantor. If more than one person executes this Deed of Trust as Grantor, his, her, its, or their duties and liabilities under this Deed of Trust will be joint and several. The terms "Beneficiary," "Grantor" and "Trustee" as used in this Deed of Trust include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Deed of Trust which are not defined in the Credit Agreement but are defined in the UCC are used with the meanings therein defined.

7.11 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

7.12 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Texas.

7.13 Notice. All notices required or permitted to be given by Grantor or Beneficiary shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Grantor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
6000 Western Place, Suite 465
Fort Worth, Texas 76107
Attention: Deborah Deibert
Telephone: (817) 618-4012

Facsimile: (817) 488-7739
Email: DDeibert@emergelp.com

with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Beneficiary: PNC Bank, National Association
c/o PNC Business Credit
2100 Ross Avenue, Suite 1850
Dallas, Texas 75201
Attention: Ron Eckhoff
Telephone: (214) 871-1261
Facsimile: (214) 871-2015

with a copy to:

PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Lisa Pierce
Telephone: (412) 762-6442
Facsimile: (412) 762-8672

7.14 Duties of Trustee. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or sup-

plemental hereto, or to see to the payment of or be under any duty with respect to any tax or assessment or other governmental charge which may be levied or assessed on the Collateral, any part thereof, or against Grantor, or to see to the performance or observance by Grantor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Beneficiary. Trustee shall have the right to seek the advice of counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for Trustee's own gross negligence or willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine.

7.15 Condemnation. Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Beneficiary. Beneficiary is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Grantor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Beneficiary free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Beneficiary, be retained and applied by Beneficiary after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Grantor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.16 Successors and Assigns.

(a) This Deed of Trust is binding upon Grantor, Grantor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Deed of Trust shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Beneficiary for the benefit of the Secured Parties under this Deed of Trust. The Grantor specifically agrees that upon any transfer of all or any portion of the Obligations, this Deed of Trust shall secure with retroactive rank the existing Obligations of the Grantor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Grantor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Beneficiary may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Beneficiary shall be fully discharged from any and all future liability and responsibility to the Grantor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Deed of Trust only if such Person is also then a Lender or an Affiliate of a Lender.

7.17 Section Headings. The article and section headings in this Deed of Trust are inserted for convenience of reference and shall not be considered a part of this Deed of Trust or used in its interpretation.

7.18 Instrument Construed as Deed of Trust etc. This Deed of Trust may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.19 Usury Not Intended. It is the intent of Grantor and Beneficiary in the execution and performance of this Deed of Trust and the Credit Agreement to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Texas and the United States of America as are from time to time in effect. In furtherance thereof, Beneficiary and Grantor stipulate and agree that none of the terms and provisions contained in this Deed of Trust or the Credit Agreement shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Deed of Trust or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Beneficiary shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Grantor). In the event that the maturity of the Obligations is accelerated by reason of any election of Beneficiary resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes inter-

est may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Deed of Trust or the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Grantor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Grantor and Beneficiary shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

7.20 Credit Agreement. To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Deed of Trust so that the terms and provisions of this Deed of Trust do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Deed of Trust conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Deed of Trust of terms and provisions, supplemental rights or remedies in favor of the Beneficiary not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.21 Due Authorization. Grantor hereby represents, warrants and covenants to Trustee and Beneficiary that the obligations of Grantor under this Deed of Trust are the valid, binding and legally enforceable obligations of Grantor, that the execution and delivery of this Deed of Trust by Grantor has been duly and validly authorized in all respects by Grantor, and that the persons who are executing and delivering this Deed of Trust on behalf of Grantor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Deed of Trust on Grantor's part to be observed or performed.

7.22 No Offsets, Etc. Grantor hereby represents, warrants and covenants to Trustee and Beneficiary that there are no offsets, counterclaims or defenses at law or in equity against this Deed of Trust or the obligations secured thereby.

7.23 Bankruptcy Limitation. Notwithstanding anything contained herein to the contrary, it is the intention of the Grantor, the Beneficiary and the other Secured Parties that the amount of the Obligations secured by the Grantor's interests in any of the Collateral shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Grantor. Accordingly, notwithstanding anything to the contrary contained in this Deed of Trust in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Grantor's interests in any of its Collateral pursuant to this Deed of Trust shall be limited to an aggregate amount equal to the largest amount that would not render the Grantor's obligations hereunder or the Liens and security interest granted to the Beneficiary hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

7.24 Limitation on Liens; Transfer Restrictions.

(a) Except for the Permitted Encumbrances or to the extent permitted by the Credit Agreement, prior Liens and the Lien of this Deed of Trust, the Grantor may not, without the prior written consent of the Beneficiary, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Grantor may not, without the prior written consent of the Beneficiary, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

7.25 Entire Agreement. THIS DEED OF TRUST, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed in multiple originals and effective as of the Effective Date.

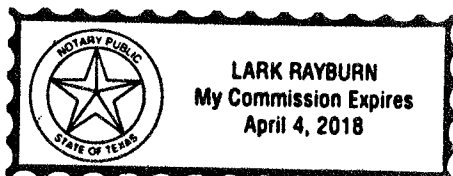
GRANTOR:

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

By: Warren B. Bonham
Name: Warren B. Bonham
Title: Executive Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 5th day of June, 2017, by Warren B. Bonham, as Executive Vice President of Superior Silica Sands LLC, a Texas limited liability company, on behalf of said limited liability company.



Lark Rayburn
Notary Public in and for the
State of Texas

ID: 12977221-8

EXHIBIT A

TRACT 1:

FIELD NOTES OF A 3.62 ACRE (157737 SQUARE FEET MORE OR LESS) TRACT OF LAND, SITUATED IN BEXAR COUNTY, TEXAS OUT OF THE J.S. MOORING SURVEY NO. 1386A, ABSTRACT NO. 1086, THE C. THIEME SURVEY NO 1386A, ABSTRACT NO. 754 AND THE J. TAYLOR SURVEY NO. 1386, ABSTRACT NO. 761 AND BEING ALL OF THE REMAINDER OF TRACT A, ALL OF TRACT B AND ALL OF THE REMAINDER OF TRACT C AS CONVEYED TO FRED A. AND NANCY L. MAIR OF RECORD IN VOLUME 6461, PAGE 654, DEED RECORDS OF BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: (BASIS OF BEARING IS TEXAS SOUTH CENTRAL ZONE, NAD83.)

BEGINNING: At a ½" iron rod with a cap stamped "RICKMAN RPLS 5826" set in the east Right-of-Way line of the Union Pacific Rail Road Company (100' R.O.W.) for the southwest corner of a 12.1 acre tract, called Second Tract as conveyed to Louise Forbes of record in Volume 169, Page 417, Deed Records of Bexar County, Texas the northwest corner of the remainder of Tract C, This Tract and the POINT OF BEGINNING, from which a 5/8" iron rod found bears N 28°40'16" W, a distance of 5.10 feet and from said 5/8" iron rod found, a 5/8" iron rod found bears N 84°19'28" E, a distance of 2.12 feet;

THENCE: Departing the east Right-of-Way line of U.P.R.R.Co., with the south line of the 12.1 acre tract, the north line of the remainder of Tract C and This Tract, the following calls and distances:

S 89°46'34" E, a distance of 122.40 feet to a ½" iron rod with a cap stamped "RICKMAN RPLS 5826" set in concrete for an angle point;

N 83°13'26" E, a distance of 42.00 feet to a leaning 5/8" iron rod found in the west line of Tract B, for the southeast corner of the 12.1 acre tract, the northeast corner of the remainder of Tract C and an interior corner of This Tract;

THENCE: N 11°06'30" W, with the east line of the 12.1 acre tract, the west line of Tract B and This Tract, a distance of 142.50 feet to a ½" iron rod found for the west corner of a 44.5 acre tract, called First Tract as conveyed to Louise Forbes of record in Volume 169, Page 417, Deed Records of Bexar County, Texas, the north corner of Tract B and This Tract;

THENCE: S 65°37'27" E, with the southwest line of the 44.5 acre tract, the northeast line of Tract B, the remainder of Tract A and This Tract, a distance of 580.12 feet to a ½" iron rod found for the north corner of an 8.381 acre tract as conveyed to Osburn Sand Company of record in Volume 7885, Page 743, Deed Records of Bexar County, Texas, the east corner of the remainder of Tract A and This Tract;

THENCE: S 24°22'35" W, with the northwest line of the 8.381 acre tract, a southeast line of the remainder of Tract A and This Tract, a distance of 170.62 feet to a ½" iron rod with a cap stamped "RICKMAN RPLS 5826" set in the northeast line of a 27 acre tract as conveyed to Os-

burn Sand Company of record in Volume 4369, Page 536, Deed Records of Bexar County, Texas for the west corner of the 8.381 acre tract, the south corner of the remainder of Tract A and This Tract;

THENCE: N 47° 40' 59" W, with the northeast line of the 27 acre tract, the southwest line of the remainder of Tract A and This Tract, a distance of 87.36 feet to a ½" iron rod found for a north corner of the 27 acre tract, the east corner of Tract B and an interior corner of This Tract;

THENCE: S 77° 09' 47" W, with the northwest line of the 27 acre tract, a 0.699 acre tract as conveyed to Osburn Sand Company of record in Volume 7865, Page 743, Deed Records of Bexar County, Texas, a southeast line of Tract B and the remainder of Tract C and This Tract, a distance of 455.08 feet to a ½" iron rod with a cap stamped "RICKMAN RPLS 5826" set in the east Right-of-Way line of U.P.R.R.Co. for the west corner of the 0.699 acre tract, the southwest corner of the remainder of Tract C and This Tract;

THENCE: With the east Right-of-Way line of U.P.R.R.Co., the west line of the remainder of Tract C and This Tract, the following calls and distances:

N 16°39'00" W, a distance of 189.64 feet to a ½" iron rod with a cap stamped "RICKMAN RPLS 5826" set for a point of Tangency;

Northwesterly, with an arc of a curve to the right, having a radius of 5670.87 feet, a delta angle of 01° 10' 07", an arc length of 115.66 feet and a chord that bears N 16° 03' 57" W, a distance of 115.66 feet to the POINT OF BEGINNING and containing 3.62 acres of land in Bexar County, Texas, according to a survey on the ground on March 21, 2016 by Rickman Land Surveying.

Bexar County Property Tax ID: 180107.

TRACT 2:

Lot A:

Lots 97, 98, 99, 100, 101 and 102, Block 8, OAK HILL RANCHES, in Bexar County, Texas, according to plat thereof recorded in Volume 5580, Pages 48-49, Deed and Plat Records of Bexar County, Texas.

Portion of Bexar County Property Tax ID: 348473.

Lot B:

A tract of land containing 8.381 acres, being out of J. S. Mooring Survey No. 1386 3/4, Abstract No. 1086, County Block Four Thousand One Hundred Sixty Three (4,163), being more particularly described as follows:

BEGINNING at an iron pin found at the most southerly corner of the Robert V. Smith and Henry Feille, Sr. Survey No. 1387, Abstract No. 1261, County Block 4175, Bexar County, Texas, said corner being a reentrant corner of said J. S. Mooring Survey No. 1386 3/4, Abstract No. 754, and the most easterly corner of this tract.

THENCE S. 27° 39' 37" W. along a northwest line of said Survey No. 1386 $\frac{3}{4}$ and of Oak Hill Ranches, recorded in Volume 5580, Pages 48 and 49, Bexar County Plat Records, a distance of 517.59 feet to an iron pin found at a fence corner on the common line of said Christopher Thieme Survey No. 1386 $\frac{1}{2}$ and said J. S. Mooring Survey No. 1386 $\frac{3}{4}$, for the most southerly corner of this tract.

THENCE N. 44° 26' 29" W., along said common line, a distance of 1116.90 feet to an iron pin set for the most westerly corner of this tract.

THENCE N. 27° 23' 12" E. a distance of 169.25 feet to an iron pin set in a barbed-wire fence on the southwest line of said Robert V. Smith and Henry Feille, Sr. Survey No. 1387 for the most northerly corner of this tract; said corner being on the northeast line of said J. S. Mooring Survey No. 1386 $\frac{3}{4}$.

THENCE S. 62° 36' 48" E. partially along a barbed-wire fence on the common line between said Surveys No. 1387 and 1386 $\frac{3}{4}$ a distance of 1418.46 feet to the point of beginning, and containing 8.381 acres of land.

Portion of Bexar County Property Tax ID: 348473

Lot C:

A tract of land containing 0.699 acres, being out of Christopher Thieme Survey No. 1386 $\frac{1}{2}$, Abstract No. 754, County Block Four Thousand One Hundred Sixty Nine (4,169), being more particularly described as follows:

BEGINNING at an iron pin set at a fence corner for the northeast corner of this tract, said corner being the following courses from the most westerly corner of the above described 8.381 acre tract; S. 44° 35' 17" E. along the common line between said Surveys No. 1386 $\frac{1}{2}$ and 1386 $\frac{3}{4}$ a distance of 285.37 feet to an iron pin set at a fence corner; and S. 80° 21' 40" W. along a barbed-wire fence line a distance of 331.94 feet.

THENCE S. 05° 57' 03" E. along a barbed-wire fence line a distance of 311.15 feet to an iron pin found at a fence corner, for the southeast corner of this tract.

THENCE S. 79° 45' 59" W. along a barbed-wire fence line a distance of 68.00 feet to an iron pin found at a fence corner on the east line of the Missouri-Pacific Railroad 100-foot right-of-way, for the southwest corner of this tract.

THENCE northerly along a barbed-wire fence on the east right-of-way line of said Railroad right-of-way the following courses: N. 17° 40' 48" W. a distance of 196.02 feet to an iron pin found at an angle point; and N. 14° 22' 28" E. a distance of 114.07 feet to an iron pin set at a fence corner, for the northwest corner of this tract.

THENCE N. 78° 46' 54" E. along a barbed-wire fence line a distance of 124.90 feet to the point of beginning, and containing 0.699 acre of land.

Portion of Bexar County Property Tax ID: 348473.

TRACT 3:

Lot A:

- Those three (3) certain tracts of land designated as Tract No. One (1), Tract Number Two (2) and Tract Number Three (3), each containing Twenty-seven (27) acres of land, all out of a survey or subdivision of land of Two Hundred Sixteen (216) acres out of the C. Thieme Survey Number 1386-½, made and platted for the heirs of Antonio Huron, husband of Josefa G. Huron, by F. E. Grothouse, Surveyor, located in Bexar County, Texas, which plat is duly recorded in Vol. 927, pages 42-45, of the Deed Records of Bexar County, Texas, to which reference is here made, said three (3) tracts containing in all Eighty-one (81) acres of land; being the same land described in that certain deed from Dave Lehr, Inc., to B. J. Osburn dated January 15, 1947, and recorded in Volume 2335, pages 40-41, Deed Records of Bexar County, Texas;
- That certain tract containing twenty-seven (27) acres of land, more or less, out of Survey Number 1386-½, originally granted to C. Thieme in Bexar County, about 18 miles south of San Antonio, Texas. The said tract herein conveyed being known as Tract Number Four set apart to Alfredo Huron in a partition as shown on plat recorded in Volume 927, page 42 of the Deed Records of Bexar County, to which reference is hereby made for a full and more particular description of said twenty-seven (27) acres of land. And being the same property as described in deed dated August 3, 1933, from Alfredo Huron and wife, Vincenta Huron, to Lawrence F. Sultenfuss, which deed was filed for record in Volume 1363, Pages 570-71, of the Deed Records of Bexar County, Texas; and being the same land described in that certain deed from Lawrence F. Sultenfuss and wife, Laura L. Sultenfuss, to B. J. Osburn dated February 13, 1952, and recorded in Volume 3137, pages 547-548, Deed Records of Bexar County, Texas; and
- That certain tract or parcel of land in Bexar County, Texas, same being Tract No. Five (5) of a partition of the Estate of Antonio Huron, said partition being out of Surveys Nos. 1386-½ and 1386-¼, in the name of C. Thieme, as same appears of record in Volume 927, pages 42 to 45, Deed Records of Bexar County, and more particularly described by metes and bounds as follows:

BEGINNING at the most eastern corner of Tract No. Four (4), and also the most northern corner of this tract; Thence S. 43° 30' W. 2422 feet to a stake in the East line of the old Pleasanton Road for a corner of this tract; Thence along the east side of said road, S. 11° 15' E. 313 feet and S. 8° 30' E. 253 feet to a stake for the most southern corner of said Tract No. Five (5); Thence N. 43° 30' E. 2757 feet to a stake for the most eastern corner of Tract No. Five (5); Thence N. 46° 30' W. 455 feet to the place of beginning and containing 27 acres of land; being the same land described in that certain deed from Clarence Edward Sultenfuss to B. J. Osburn dated December 8, 1956, and recorded in Volume 3961, pages 85-87, Deed Records of Bexar County, Texas.

Portion of Bexar County Property Tax ID: 348473 & 348474.

Lot B:

A tract of land containing 27 acres, more or less, designated as Tract #6, out of the Huron Subdivision, being an original tract of 216 acres, out of the C. Thieme Original Grantee Survey No. 1386 ¼ and Survey No. 1386 ½, situated within County Block 5686, according to the Plat Records of the County Assessor's Office, of Bexar County, Texas.

Portion of Bexar County Property Tax ID: 348474.

Lot C:

Tract 7, County Block 4168, and Tract 8, County Block 4169, each containing 27 acres, more or less, out of a subdivision of 216 acres made by F.E. Grothaus for the heirs of Antonio Huron out of the C. Thieme Survey 1386 ½ and 1386 ¼, Abstracts 754 and 755, and shown by plat of partition and proof of heirship of the Estate of Antonio Huron, Sr., Deceased, recorded in Volume 927, Page 42, of the Deed Records of Bexar County, Texas.

Portion of Bexar County Property Tax ID: 348474.

TRACT 4:

Lot A:

Field notes of a 15.00 acre tract of land situated in Bexar County, Texas out of the C. Thieme Survey No. 1386 ¼ being all of Lot No. 1 and 4.868 acres out of the north part of Lot No. 2 of the Carver Park Subdivision Unit No. Three according to a plat of record in Volume 3975, Page 176 of the Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin set in the west line of Hardwich Drive for the north east corner of this tract and being the north east corner of said Lot No. 1 and being the north end of Hardwich Drive.

Thence N. 41° 57' 45" W. 1304.57 feet with line of fence and the north line of said Lot No. 1 to an iron pin set at corner of fence for the north west corner of this tract and being the north west corner of Lot No. 1.

Thence S 43° 21' 29" W. 572.35 feet with the north east line of Lot No. 1 to an iron pin found for the south west corner of Lot No. 1 and the north west corner of Lot No. 2.

Thence S 43° 33' 24" W. 176.31 feet with the north east line of Lot No. 2 to an iron pin set for the south west corner of this tract.

Thence S 63° 54' 43" E. 1469.33 feet to an iron pin set in the west line of Hardwich Road for the south east corner of this tract.

Thence N 16° 57' 41" E. with the west line of Hardwich Drive, at 100.00 feet the north east corner of Lot No. 2 and the south east corner of Lot No. 1, in all 230.00 feet to the place of beginning and containing 15.00 acres of land according to a survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot B:

Field Notes of a 6.00 acre tract of land situated in Bexar County, Texas out of the C. Thieme Survey No. 1386 ¼, being a part of lot 2 of the Carver Park Subdivision Unit No. 3 according to a plat of Record in Volume 3975, page 176 of the Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin set in the west line of Hardwich Drive for the north east corner of this tract and being the south east corner of tract 1, said point being S 16° 57' 41" W. 230.00 feet from the north end of Hardwich Drive and being N 16° 57' 41" E. 323.00 feet from the south east corner of lot 2.

Thence N 63° 54' 43" W. 1469.33 feet with the south line of tract 1 to an iron pin set in the west line of lot 2 for the north west corner of this tract and being the south west corner of tract 1.

Thence S 43° 33' 24" W. 239.57 feet with the west line of lot 2 to an iron pin set for the south west corner of this tract and being the north west corner of tract 2-A.

Thence S 67° 56' 46" E. 1564.15 feet with the north line of tract 2-A to an iron pin set in the west line of Hardwich Drive for the south east corner of this tract and being the north east corner of tract 2-A.

Thence N 16° 57' 41" E. 120.00 feet with the west line of Hardwich Drive to the place of beginning and containing 6.00 acres of land according to a survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot C:

Field notes of a 10.318 acre tract of land situated in Bexar County, Texas out of the C. Thieme Survey No. 1386 ¼ being a part of lot 2 of the Carver Park Subdivision Unit No. 3 according to a plat of Record in Volume 3975, page 176 of the Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin set in the west line of Hardwich Drive for the south east corner of this tract and being the south east corner of lot 2, said point being S 16° 57' 41" W. 553.00 feet from the north end of Hardwich Drive.

Thence N 16° 57' 41" E. 203.00 feet with the west line of Hardwich Dr. to an iron pin set for the north east corner of this tract and being the south east corner of tract 2.

Thence N 67° 56' 46" W. 1564.15 feet with the south line of tract 2 to an iron pin set in the west line of lot 2 for the north west corner of this tract and being the south west corner of tract 2.

Thence S 43° 33' 24" W. 373.45 feet with the west line of lot 2 to an iron pin found for the south west corner of this tract and being the south west corner of lot 2 and north west corner of lot 3.

Thence S 72° 58' 38" E. 1712.80 feet with the south line of lot 2 and the north line of lot 3 to the place of beginning and containing 10.318 acres of land according to a Survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot D:

Field notes of a 20.720 acre tract of land situated in Bexar County, Texas out of the C. Thieme Survey No. 1386 ¼ being all of lot 3 of the Carver Park Subdivision Unit No. 3 according to a plat of Record in Volume 3975, page 176 of the Deed Records of Bexar County, Texas and being more particularly of described by metes and bounds as follows:

Beginning at an iron pin set for the north east corner of this tract and being the north east corner of lot 3 and south east corner of lot 2 and tract 2-A.

Thence N 72° 58' 38" W. 1712.80 feet with the north line of lot 3 and the south line of lot 2 and tract 2-A to an iron pin found for the north west corner of this tract and lot 3 and being the south west corner of lot 2 and tract 2-A.

Thence S 43° 00' 20" W. 548.39 feet with the west line of lot 3 to an iron pin found for the south west corner of this tract and lot 3 and the north west corner of lot 4 and tract 4.

Thence S 73° 00' 41" E. 1953.58 feet with the south line of lot 3 and the north line of lot 4 and tract 4 to an iron pin found in the west line of Hardwich Drive for the south east corner of this tract and lot 3 and the north east corner of lot 4 and tract 4.

Thence N 16° 57' 41" E. 491.80 feet with the west line of Hardwich Dr. to the place of beginning and containing 20.720 acres of land, according to a Survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot E:

Field notes of a 20.793 acre tract of land situated in Bexar County, Texas out of the C. Thieme Survey No. 1386 ¼ being all of lot 4 of the Carver Park Subdivision Unit No. 3 according to a plat of record in Volume 3975, page 176 of the Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin found in the west line of Hardwich Drive for the south east corner of this tract and being the south east corner of lot 4, said point being S 16° 57' 41" W. 1424.80 feet from the north end of Hardwich Drive.

Thence N 16° 57' 41" E. 440.00 feet with the west line of Hardwich Dr. to an iron pin found for the north east corner of this tract and lot 4 and the south east corner of lot 3 and tract 3.

Thence N. 73° 00' 41" W. 1953.58 feet with the south line of tract 3 and lot 3 and the north line of lot 4 to an iron pin found for the north west corner of this tract and lot 4 and the south west corner of lot 3 and tract 3.

Thence S. 43° 01' 45" W. 488.47 feet with the west line of lot 4 to an iron pin found for the south west corner of this tract and lot 4 and the north east corner of lot 5 and tract 5.

Thence S 72° 58' 50" E. 2168.23 feet with the south line of lot 4 and the north line of lot 5 and tract 5 to the place of beginning and containing 20.793 acres of land, according to a survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot F:

Field notes of a 12.635 acre tract of land situated in Bexar County, Texas out of the C. Thieme Survey No. 1386 ¼, being a part of lot 5 of the Carver Park Subdivision Unit No. 3 according to a plat of Record in Volume 3975, Page 176 of the Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin found in the west line of Hardwich Drive for the north east corner of this tract and being the south east corner of tract 4, said point being S 16° 57' 41" W. 1424.80 feet from the north end of Hardwich Drive and being the south east corner of lot 4 and the north east corner of lot 5.

Thence N 72° 58' 50" W. 2168.23 feet with the south line of tract 4 and lot 4 to an iron pin set for the north west corner of this tract and being the south west corner of tract 4 and lot 4 and the north west corner of lot 5.

Thence S 43° 01' 45" W. 446.00 feet with the west line of lot 5 to an iron pin set for the south west corner of this tract and being the south west corner of lot 5 and the north west corner of lot 6.

Thence S 72° 58' 23" E. 1313.71 feet with the north line of lot 6 to an iron pin set for the south east corner of this tract and being the south west corner of tract 5-A.

Thence N 17° 01' 37" E. 341.43 feet to an iron pin set for a corner of this tract.

Thence S 72° 57' 35" E. 1050.00 feet to an iron pin set in the west line of Hardwich Drive.

Thence N 16° 57' 41" E. 60.00 feet with the west line of Hardwich Dr. to the place of beginning and containing 12.635 acres of land according to a Survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot G:

Being all of Tract No. 5-A out of the Carver Park Subdivision No. 3, as per map or plat of said subdivision appearing of record in Vol. 3975, page 176, Deed or Plat Records, Bexar County, Texas, said Tract 5-A containing 3.168 acres of land, more or less, and being described as follows:

Field notes of a 3.168 acre tract of land situated in Bexar County, Texas out of the C. Thieme Survey No. 1386 ¼, being a part of lot 5 of the Carver Park Subdivision Unit No. 3 according to a plat of Record in Volume 3975, Page 176 of the Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin set in the west line of Hardwich Drive for the south east corner of this tract and being the south east corner of lot 5, said point being N 16° 57' 41" E. 596.46 feet from the end of Hardwich Drive.

Thence N 72° 58' 23" W. 1050.22 feet with the south line of lot 5 to an iron pin set for the south west corner of this tract and being the south east corner of tract 5.

Thence N 17° 01' 37" E. 131.43 feet with the west line of tract 5 to an iron pin set for the north west corner of this tract.

Thence S 72° 58' 23" E. 1050.00 feet to an iron pin set in the west line of Hardwich Drive for the north east corner of this tract.

Thence S 16° 57' 41" W. 131.43 feet with the west line of Hardwich Dr. to the place of beginning and containing 3.168 acres of land according to a Survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot H:

Field notes of a 13.504 acre tract of land situated in Bexar County, Texas out of the C Thieme Survey No. 1386 ¼, being a part of lot 6 of the Carver Park Subdivision Unit No. 3 according to a plat of Record in Volume 3975, Page 176 of the Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin set in the west line of Hardwich Drive for the north east corner of this tract and being the south east corner of tract 5-A and lot 5, said point being N 16° 57' 41" E. 596.40 feet from the south end of Hardwich Drive and being the north east corner of lot 6.

Thence N 72° 58' 23" W. 2363.93 feet with the south line of tract 5-A and 5 to an iron pin set for the north west corner of this tract and being the south west corner of tract 5.

Thence S 43° 01' 00" W. 270.05 feet with the west line of lot 6 to an iron pin set for the south west corner of this tract and being the north west corner of tract 7.

Thence S 72° 58' 23" E. 2482.75 feet with the north line of tract 7 to an iron pin set in the west line of Hardwich Drive for the south east corner of this tract and being the north east corner of tract 7.

Thence N 16° 57' 41" E. 242.74 feet with the west line of Hardwich Dr. to the place of beginning and containing 13.504 acres of land according to a Survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot I:

Being all of Tract Number Seven (7), containing 7.212 acres of land, more or less, out of the Carver Park Subdivision No. 3, in Bexar County, Texas, as per map or plat of said Subdivision appearing of record in Vol. 3975, Page 176, Deed or Plat Records, Bexar County, Texas;

Field notes of a 7.212 acre tract of land situated in Bexar County, Texas out of the C. Thieme Survey No. 1386 ¼, being a part of lot 6 of the Carver Park Subdivision Unit No. 3 according to a plat of Record in Volume 3975, page 176 of the Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin set in the west line of Hardwich Drive for the south east corner of this tract and being the south east corner of lot 6, said point being N 16° 57' 41" E. 228.66 feet from the south end of Hardwich Drive, being the south east corner of lot 6.

Thence N 72° 58' 23" W. 2543.83 feet with the south line of lot 6 to an iron pin set for the south west corner of this tract and being the south west corner of lot 6.

Thence N 43° 01' 00" E. 139.06 feet with the west line of Lot 6 to an iron pin set for the north west corner of this tract and being the south west corner of tract 6.

Thence S 72° 58' 23" E. 2482.75 feet with the south line of tract 6 to an iron pin set in the west line of Hardwich Drive for the north east corner of this tract and being the south east corner of tract 6.

Thence S 16° 57' 41" W. 125.00 feet with the west line of Hardwich Dr. to the place of beginning and containing 7.212 acres of land according to a Survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot J:

Field notes of a 13.740 acre tract of land situated in Bexar County, Texas out of the C. Thieme Survey being a part of a 271 acre tract described in Deed Recorded in Volume 1281, page 442 of the Deed Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin set in the west line of Hardwich Drive at the south end of Hardwich Drive for the south east corner of this tract, said point being S 16° 57' 41" W. 228.66 feet from the south east corner of Carver Park Subdivision Unit No. 3.

Thence N 16° 57' 41" E. 228.66 feet with the west line of Hardwich Dr. to an iron pin set for the north east corner of this tract and being the south east corner of lot 6 of the Carver Park Subdivision.

Thence N 72° 58' 23" W. 2543.83 feet with the south line of Lot 6 to an iron pin set for the north west corner of this tract and being the south west corner of said lot 6.

Thence S 43° 01' 00" W. 257.77 feet to an iron pin set for the south west corner of this tract.

Thence S 73° 02' 19" E. 2657.05 feet with line of fence and the north line of a 74.0 acre tract described in Deed of Trust recorded in Volume 3340, page 290, Deed of Trust Records of Bexar County, Texas to the place of beginning and containing 13.740 acres of land according to a survey on the ground by Amil M. Baker, Jr., Surveying.

Portion of Bexar County Property Tax ID: 181780.

Lot K:

A 75.76 acre tract out of the south part of a 271.00 acre tract, recorded in Volume 3340, Page 290, Deed of Trust, Bexar County, Texas, said 75.76 acres being 8.06 acres out of the J. Kalka Survey 710, Abstract 1210, County Block 4170, and 67.70 acres out of the C. Thieme Survey Number 1386 ¼, Abstract 754, County Block 4168, Bexar County, Texas, said 75.76 acres being situated approximately twenty miles south of the courthouse in Bexar County, Texas.

COMMENCING: from an iron pin found in the east right-of-way line of Hardwich Drive, sixty foot (60') right-of-way, said iron pin being a corner of a 14.309 acre tract recorded in Volume 3389, Page 1150, Deed Records, Bexar County, Texas;

THENCE: N 71° 46' 54" W, 13.83 feet along the south line of Hardwich Drive to a fence post for the northwest corner of said 14.309 acre tract and the northeast corner and POINT OF BEGINNING of this tract;

THENCE: Along the west line of said 14.309 acre tract as follows:

THENCE: S 18° 15' 00" W, 177.48 feet to an iron pin set for an angle point;

THENCE: S 76° 41' 11" E, 27.68 feet to an iron pin found at a fence post for an angle point;

THENCE: S 16° 35' 27" W, 203.79 feet along a fence line to an iron pin at a fence post found for an angle point;

THENCE: S 11° 04' 04" W, 468.49 feet along a fence to an iron pin at a fence post found for an angle point;

THENCE: S 10° 55' 20" E, 42.02 feet along a fence to an iron pin found for an angle point;

THENCE: S 71° 45' 01" E, 110.06 feet to an iron pin found for the east corner of this tract and the southeast corner of said 14.309 acre tract;

THENCE: S 48° 30' 00" W, 991.58 feet along a fence line and the west line of the Clifford F. Uzzell 19.09 acre tract and the southeast line of the C. Thieme Survey Number 1386 ¼ to an iron pipe found at a fence corner for the south corner of said C. Thieme Survey 1386 ¼ and the southeast corner of this tract;

THENCE: N 41° 04' 59" W, 1423.00 feet with a fence line and the southwest line of the C. Thieme Survey 1386 ¼ and the northwest line of the David Dickson 19.987 acre tract to an iron pin set for a corner of this tract;

THENCE: S 71° 51' 37" W, 176.44 feet with a fence line to an iron pin found at a fence corner for a corner of this tract;

THENCE: N 71° 31' 03" W, 10.00 feet to an iron pin set for a corner of this tract, and the northeast corner of the Julius Espey 3.33 acre tract;

THENCE: N 88° 55' 06" W, 510.00 feet along the north line of the Julius Espey 3.33 acre tract to an iron pin set in the east right-of-way line of the S. A. U. & G. Railroad for the southeast corner of this tract;

THENCE: N 07° 13' 51" W, 1355.00 feet along the fenced the east right-of-way line of the S. A. U. & G. Railroad to an iron pin set for the northwest corner of this tract;

THENCE: N 48° 33' 39" E, 48.14 feet to an iron pin set at a fence post for a corner of this tract;

THENCE: S 71° 46' 54" E, 2698.87 feet along the south line of a 13.74 acre tract recorded in Volume 2856, Page 476, Deed Records, Bexar County, Texas, to the POINT OF BEGINNING and containing 75.76 acres of land.

Portion of Bexar County Property Tax ID: 181780.

Lot L:

A 4.871 acre tract of land, more or less out of the A.Y. Ojeda Survey No. N494, Abstract No. 1246, County Block 4162, situated in Bexar County, Texas, and being more particularly described as follows, to wit:

BEGINNING: at the Northwest corner of Tract 23, Halliday Acres Subdivision, recorded in Volume 2222 Page 341, of the plat Records of Bexar County, Texas;

THENCE: Northerly 205.0' with the West line of Tract 24 in said Halliday Acres Subdivision, to a point in same, an iron pin set for the Northwest corner of the herein described tract, said point being Southerly 5.0" measured along the West line of said Tract 24, from the Northwest corner of Tract 24;

THENCE: Westerly 992.86' with the North line of the herein described tract, and making an angle from South to West of 90° with the last previously described line, to its intersection with the fence line on the Southwest side of a tract of land known as the Hair tract, same being the Northeast side of the C.H. Thieme, O.S. 1386 ¼, an iron pin set for the Northwest corner of the herein described tract;

THENCE: Southeasterly 352.48' with said fence line, and making an angle from East to South of 44° 02' with the last previously described line, to a point in same, an iron pin set, for the Southwest corner of the herein described tract;

THENCE: Easterly 739.16' with the South line of the herein described tract, and making an angle from Northwest to East of 135° 58' with the last previously described line, to its intersection with the West line of said Tract 23, Halliday Acres Subdivision, an iron pin set, for the Southeast corner of the herein described tract;

THENCE: Northerly 40.0' with the West line of said Tract 23, and making an angle from West to North of 90° with the last previously described line, to the PLACE OF BEGINNING. Containing: 4.871 acres of land, more or less.

Portion of Bexar County Property Tax ID: 181780.

Lot M:

Field notes of a 1.8939 acre tract of land situated in Bexar County, Texas, out of the A. Y. Ojeda Survey No. 94, Abstract 1251, County Block 5944, being part of that tract described in Deed conveyed to Thomas N. Moore, dated August 16, 1983, and recorded in Volume 7167, Page 1,

Deed Records of Bexar County, Texas, and part of that tract described in Deed conveyed to Thomas N. Moore, dated November 7, 1963, as recorded in Volume 5055, Page 218, Deed Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron pin found in the west right-of-way line of U.S. Highway 281, for the southeast corner of this tract and being N 04° 08' 58" E. 105.39 feet along said right-of-way line from its intersection with the cutoff to the north right-of-way line of Mogford Road.

Thence with fence along the southwest line of this tract and the northeast lines of Lots 1-7 of Carver Park Subdivision Unit 1, Plat recorded in Volume 3850, Page 155, part of Duke Drive, a 10.635 acre tract, Hardwich Drive and part of Tract 1, of Carver Park Subdivision Unit 3, Plat recorded in Volume 3975, Page 176, Plat Records of Records of Bexar County, Texas as follows:

N 42° 53' 00" W. 320.78 feet to an iron pin found at an angle point.

N 42° 27' 17" W. 561.37 feet to an iron pin found at the northwest corner of Duke Drive for an angle in this line.

N 42° 29' 56" W. 492.01 feet to an iron pin set at an angle being the south corner of the tract recorded in Volume 5055, Page 218, Deed Records of Bexar County, Texas.

N 42° 23' 59" W. 320.79 feet to an iron pin set for the northwest corner of this tract being in the north line of Tract 1, Carver Park Subdivision Unit 3.

Thence S 80° 25' 57" E. 233.06 feet along the north line of this tract to an iron pin set in the west line of Lot 21 of the Halliday Acres Subdivision recorded in Volume 2222, Page 341, Plat Records of Bexar County, Texas, for the northeast corner of this tract.

Thence S 03° 54' 03" W. 125.72 feet with fence along the west line of Lots 21 and 20 of said Halliday Acres Subdivision to an iron pin set at the north corner of the tract recorded in Volume 7167, Page 1, being a corner of Lot 20 and the interior corner of this tract.

Thence along the southwest line of Lots 20, 19, 18, 17 and 16 of Halliday Acres Subdivision as follows:

S 41° 34' 10" E. 863.35 feet to an iron pin at the southwest corner of Lot 18 and the northwest corner of Lot 17, being an angle in this line.

S 42° 26' 41" E. 304.16 feet to an iron pin found at the southwest corner of Lot 17 and the west corner of Lot 16.

S 43° 18' 36" E. 219.40 feet along the southwest line of Lot 16 to an iron pin set in the west right-of-way line of U.S. Highway 281 for a northeast corner of this tract.

Thence S 04° 08' 58" W. 54.85 feet along the west right-of-way line of U.S. Highway 281 to the place of beginning and containing 1.8939 acres of land according to a survey on the ground on January 2, 1986, by Baker Surveying, Inc.

SAVE AND EXCEPT:

Field notes of a 1.1279 acre tract of land situated in Bexar County, Texas, out of the A.Y. Ojeda Survey No. 94, Abstract 1251, County Block 5944, being out of that 1.8939 acre tract recorded in Volume 4322, Page 362, Real Property records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron pin found in the west right-of-way line of U.S. Hwy. 281 at the east corner of this tract and the 1.8939 acre tract, being at the south corner of Lot 16, Halliday Acres Subdivision.

Thence S 04° 08' 58" W. 54.85 feet along the west line of U.S. Hwy. 281 to an iron pin found for the southeast corner of the 1.8939 acre tract and this tract.

Thence N 42° 52' 28" W. 320.78 feet along the southwest line of the 1.8939 acre tract to an iron pin found at an angle point and N 42° 27' 35" W. 901.33 feet to an iron pin set at the west corner of this tract being the northeast corner of a 1.0179 acre tract this day surveyed;

Thence S 86° 05' 29" E. 70.26 feet along the north line of this tract across the 1.8939 acre tract to an iron pin set for the north corner of this tract.

Thence along the northeast line of the 1.8939 acre tract as follows:

S 41° 31' 11" E. 610.10 feet to an iron pin found at an angle point;

S 42° 26' 41" E. 304.16 feet to an iron pin found at an angle point;

S 43° 18' 36" E. 219.40 feet to the place of beginning and containing 1.1279 acres of land according to a survey on the ground on April 11, 1990, by Baker Surveying, Inc.

Portion of Bexar County Property Tax ID: 181780.

Lot N:

Field notes of a 1.0179 acre tract of land situated in Bexar County, Texas, out of the A.Y. Ojeda Survey No. 94, Abstract 1251, County Block 5944, being out of that 10.635 acre tract recorded in Volume 4048, Page 1444, Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron pin set in the east line of Hardwich Drive at its northeast corner being the northwest corner of this tract and the 10.635 acre tract and being N 42° 53' 00" W. 320.78 feet and N 42° 27' 35" W. 1284.08 feet from a point in the west line of U.S. Hwy. 281.

Thence S 42° 27' 35" E. 382.75 feet along the northeast line of the 10.635 acre tract to an iron pin set for the east corner of this tract, being the west corner of a 1.1279 acre tract on this day surveyed.

Thence N 86° 05' 29" W. 335.77 feet along the south line of this tract to an iron pin set in the east line of Hardwich Drive for the southwest corner of this tract.

Thence N 16° 26' 50" E. 270.56 feet along the east line of Hardwich Drive to the place of beginning and containing 1.0179 acres of land according to a survey on the ground on April 11, 1990, by Baker Surveying, Inc.

Portion of Bexar County Property Tax ID: 181780.

Lot O:

Lot 20, HALLIDAY ACRES SUBDIVISION in Bexar County, Texas, according to plat recorded in Vol. 2222, p. 341, Deed and Plat Records, Bexar County, Texas; SAVE AND EXCEPT that portion conveyed to the State of Texas by Deed recorded in Vol. 5447, p. 318, Deed Records, Bexar County, Texas.

Portion of Bexar County Property Tax ID: 181780.

Lot P:

BEING that certain 0.4225 acre of land, more or less, out of the A. Y. Ojeda Sur. No. 94, Abstract 1251, County Block 5944, being a portion of Hardwich Drive, Bexar County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found at the northeast corner of Hardwich Drive at the northwest corner of a 1.0179 acre tract conveyed to Robert L. Tooke;

THENCE S. 16° 26' 50" W. 270.56 feet along the east line of said Hardwich Drive to an iron pin found at the southwest corner of said 1.0179 acre tract, for the southeast corner of this tract;

THENCE N. 86° 05' 29" W. 60.76 feet across Hardwich Drive to a point on its west line for the southwest corner of this tract;

THENCE N. 12° 58' 05" E. 332.29 feet along the west line of Hardwich Drive to a point for its northwest corner;

THENCE S. 42° 23' 59" E. 72.92 feet along the north line of said Hardwich Drive to the place of BEGINNING.

Portion of Bexar County Property Tax ID: 181780.

Lot Q:

Field notes of a 3.233 acre tract of land situated in Bexar County, Texas, being the same land conveyed in Warranty Deed recorded in Volume 689, Page 406, of the Deed Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows: (Note: All iron pins set are ½" rebar with a yellow plastic cap stamped "Baker Surveying").

Beginning at a 1 ½" iron pipe found in the east right-of-way line of the Missouri Pacific Railroad at the southwest corner of this tract, the most westerly northwest corner of a 25.92 acre tract of land conveyed to Osburn Sand Company recorded in Volume 6944, Page 1400 of the Official Records of Bexar County, Texas, from which the north right-of-way line of Hume Road bears southeasterly, 1950 feet.

Thence N 08°26'31" W., 286.62 feet with the west line of this tract, the east right-of-way line of Missouri Pacific Railroad to an iron pin set for the northwest corner of this tract, the southwest corner of an 8.06 acre tract conveyed to Osburn Sand Company recorded in Volume 4977, Page 199 of the Official Records of Bexar County, Texas.

Thence S 89°11' 00" E., 520.90 feet with the north line of this tract, the south line of said 8.06 acre tract to a ½" iron pin found for the northeast corner of this tract an angle point of said 8.06 acre tract and the most northerly northwest corner of said 25.92 acre tract.

Thence S 00°49'00" W., 282.89 feet with the east line of this tract and an interior line of the 25.92 acre tract to a 1 ½" iron pipe found for the southeast corner of this tract and an interior corner of said 25.92 acre tract.

Thence N 89°11'00" W., 474.79 feet with the south line of this tract and the most southerly north line of said 25.92 acre tract to the place of beginning and containing 3.233 acres of land according to a survey made on the ground on June 25, 1998 by Baker Surveying & Engineering, Inc.

Portion of Bexar County Property Tax ID: 181780.

Lot R:

A certain tract of land containing TWENTY-FIVE AND NINETY-TWO (25.92) HUNDREDTHS ACRES comprising the North Part of the Curtis Bell Tract of 45.908 acres described in Deed from Robert Hausser, et ux, to Curtis Bell, dated May 16, 1972, and recorded in Vol. 6813, p. 787, Deed Records of Bexar County, Texas. The said 25.92 acres is out of the South One-Half (½) of A.Y. Ojeda Survey 94, Abstract 1247, County Block 4162 in Bexar County, Texas. The said 25.92 acres fronts on the west side of Sunset Road and extends westward to the east right-of-way line of S.A.U. & O. Railroad, being about sixteen miles in a southerly direction from the Court House in Bexar County, Texas.

BEGINNING at an iron pipe on the east right-of-way line of S.A.U. & O. Railroad for the Southwest corner of said 25.92 acres, and being the Northwest corner of a tract of 20.00 acres; said Point of Beginning being 1333.58 feet North 8 deg., 30' West from the north line of Hume Road;

THENCE with fence along the east right-of-way line of S.A.U. & O. Railroad, North 8 deg. 30' West, 611.30 feet to an iron pipe, the Northwest corner of this tract;

THENCE with fence South 89 deg. 11' East, 474.79 feet to an iron pipe for an interior corner;

THENCE with fence North 00 deg. 34' East, 282.89 feet to an iron pipe for a corner;

THENCE with fence North 71 deg. 21' East, 175.35 feet to an iron pipe, the most northerly corner of this tract;

THENCE with fence South 42 deg. 24' East, 1421.18 feet to an iron pipe for an interior corner of this tract;

THENCE with fence North 47 deg. 05' East, 173.57 feet to an iron pipe for a corner;

THENCE with fence South 8 deg. 33' West, 413.10 feet to an iron pipe on west line of Sunset Road, the southeast corner of this tract;

THENCE with fence along the south line of said 25.92 acres, being the north line of said 20.00 acres; North 75 deg. 40' West, 1628.00 feet to the PLACE OF BEGINNING.

Portion of Bexar County Property Tax ID: 181780.

Lot S:

19.09 acres, being Tracts 1, 2, 3, 4, and 9, out of a survey dated March 16, 1955, by Earl J. Wentworth, being out of the A. Y. Ojeda Survey No. 94, Abstract No. 1147, County Block 4162-2, in Bexar County, Texas, said 19.09 acre parcel being the same property conveyed to Grantors herein by Warranty Deed dated March 27, 1961, recorded in Vol. 4579, p. 225, Deed Records, Bexar County, Texas, executed by J.F. Hair and being more particularly described by metes and bounds as follows:

BEGINNING at the SW corner of Tract No. 6 of HALLIDAY ACRES;

THENCE S. with the W. line of said Halliday Acres, 340.10 feet to a point for the SE corner of this tract;

THENCE W. 1280.80 ft. to a PT. for the SW corner of this tract;

THENCE N. 05 deg. E. 244.51 ft. to a pt. for the NW corner of this tract;

THENCE N. 43 deg. 40' E. 1407.02 ft. to a pt. for the NE corner of this tract;

THENCE S. 921.28 ft. and E. 288.00 feet to the PLACE OF BEGINNING.

Portion of Bexar County Property Tax ID: 181780.

Tract 5:

Lot B:

Beginning at an iron pipe set for the Southeast corner of Tract 20, of the J. B. Couric Sub. Bexar County Plat Record Vol. 642, Pg. 267, thence with a projection of this South line of TR. 20 in an Easterly direction a distance of 20.0 feet to a RR Spike set in center-line of old Pleasanton Road; thence in a Southwesterly direction with said center-line of Old Pleasanton Road a distance of 313.7 ft. to RR spike; thence N. 43° 30' E a distance of 58.1 to an iron pin set in East property-line of Old Pleasanton Road, same being set for the Southwest corner of herein described tract and point of beginning;

THENCE continuing N. 43° 30' E. a distance of 193.5 ft. to an iron pin set in the West property line of No. Pac. RR r-o-w, same being set for the Southeast cor. of this tract;

THENCE N. 8° 30' W. along the West property line of said RR r-o-w a distance of 906.0 feet to an iron pin set for the Northeast corner of this tract;

THENCE S. 43° 50' W. a distance of 197.0 ft. along old fence to an iron pin set in the East property line of old Pleasanton Road for the Northwest corner of this tract;

THENCE S. 5° 27' E a distance of 147.0 ft. along the East property line of Old Pleasanton Road to an iron pin set at angle point;

THENCE continuing in a Southeasterly direction along the East r-o-w of said Road a distance of 770.0 ft. to an iron pin set for Southwest corner and point of beginning containing 3.12 acres more or less.

Bexar County Property Tax ID: 181781.

TRACT 6:

Lot A:

A certain tract of land containing 100 acres, comprising parts of Tracts 3, 4, 5, 6, 7, 8 and 9 of the J.B. Couric subdivision of 565.64 acres out of Survey Nos. 710, 1386 and 1386½, situated about 18 miles in a southerly direction from the Courthouse in Bexar County, Texas, according to the plat thereof of said Couric Subdivision, recorded in Volume 642, Page 267, Plat Records of Bexar County, Texas, said 100 acres being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 4" X 4" cedar post on the west line of said Couric Subdivision and being the northwest corner of said Tract No. 5;

THENCE with the north line of Tract No. 5, N 89° 59' E, 2,370 feet to an iron pipe at the southeast corner of a tract of 50 acres;

THENCE N 00° 01' W, 847.2 feet to an iron pipe, the northwest corner of said 50 acres, from which a 14 inch L.O. bears N 49° 20' E, 138.2 feet;

THENCE with the north line of Tract No. 3, S 79° 44' E, 1,133.4 feet to an iron pipe for a corner of this tract;

THENCE S 13° 16' W, 661.9 feet to an iron pipe on the north line of Tract No. 5 for a corner;

THENCE with the north line of Tract No. 5, N 89° 59' E, 1,031.2 feet to an iron pipe on the west line of Old Pleasanton Road for a corner of this tract;

THENCE with the west line of Pleasanton Road, S 16° 28½' E, 131 feet to an iron pipe for a corner;

THENCE S 89° 59' W, 826.4 feet to an iron pipe for corner;

THENCE S 15° 21' E, 666 feet to an iron pipe at an angle;

THENCE S 10° 19' E, 304.95 feet to an iron pipe, the southeast corner of said 100 acres;

THENCE W 3,234.4 feet to an iron pipe, the southwest corner of said 100 acres;

THENCE N 00° 01½' E, 681.57 feet to an auto axle for a corner of this tract;

THENCE N 65° 54' W, 679.7 feet to another auto axle for a corner of this tract;

THENCE with fence, N 24° 12 ½' E, 119.4 feet to the PLACE OF BEGINNING, according to field notes and survey by James C. Adams, Licensed State Land Surveyor, dated January 1953;

SAVE AND EXCEPT: Ten thousand (10,000) square feet of land out of a 565.64 acre tract located approximately one mile from the county line between Bexar County and Atascosa County on Pleasanton Road in Bexar County, Texas, out of Survey No. 1386 ½, and being the same tract of land conveyed by deed of Texas State Bank, July 28, 1926, to J.B. Couric, said deed being recorded in Volume 905, Page 152, Deed Records of Bexar County, Texas, said 10,000 square feet of land being described by metes and bounds as follows, to-wit:

BEGINNING at a stake on the property line between Lots 4 and 5 of the said Couric property, at a point 1,126 feet due West of the west side of Pleasanton Road and 60 feet due East of a point at the intersection of the high line of the Comal Power Company from San Antonio to Pleasanton and the property line between Lot 4 and Lot 5 of the Couric property;

THENCE due South 76 feet, 6 inches to a stake;

THENCE due West 60 feet to the said high line of the Comal Power Company;

THENCE due West 40 feet to a stake;

THENCE due North 76 feet, 6 inches to the property line between Lot 4 and Lot 5 of the said Couric property;

THENCE due North 23 feet, 6 inches to a stake;

THENCE due East 40 feet to the said high line of said Comal Power Company;

THENCE due East 60 feet to a stake;

THENCE due South 23 feet, 6 inches to the PLACE OF BEGINNING, containing 10,000 square feet, more or less, according to Quitclaim Deed from J.B. Couric to Comal Power Company, dated April 29, 1927 and recorded in Volume 1107, Page 513, Bexar County Deed Records; and

Portion of Bexar County Property Tax ID: 347950.

Lot B:

A tract of land containing 50 acres, being the west part of Tracts 3 and 4 of the J.B. Couric subdivision of 565.64 acres, said 50 acres being out of the James Taylor Survey 1386, in Bexar County, Texas according to plat thereof recorded in Volume 642, Page 267 of the Deed and Plat Records of Bexar County, Texas, 50 acres being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 4" x 4" post at the southwest corner of Tract 4 of said Couric Subdivision;

THENCE with fence, N 24° 12½' E, 1,294.8 feet to a 4" X 4" post, the northwest corner of Tract 3;

THENCE with the north line of Tract 3, S 79° 44' E, 1,868.8 feet to an iron pipe, the northwest corner of said 50 acres, from which a 14 inch L.O. bears N 49° 20' E, 138.2 feet and an 8 inch L.O. bears S 58° 10' E, 106.5 feet;

THENCE S 00° 01' W, 847.2 feet to an iron pipe on the south line of Tract 4, the southeast corner of said 50 acres;

THENCE S 89° 59' W, 2,370.0 feet to the PLACE OF BEGINNING and containing 50 acres of land, more or less;

Portion of Bexar County Property Tax ID: 347950.

Lot C:

BEING a 0.614 acre tract of land out of Tract No. 4, J.B. Couric Subdivision, recorded in Volume 642, Page 267, Deed and Plat Records, Bexar County, Texas out of the Chris Thieme Survey No. 1386 ½, Abstract 755, County Block 4169, Bexar County, Texas, said 0.614 acre tract being more particularly described as follows:

BEGINNING at a metal pipe found in the south line of said Tract No. 4 for the most southerly corner of the herein described tract; said metal pipe found being North 89° 57' 22" West, 1031.09 feet along the south line of said Tract No. 4 from a metal pipe found in the west Right-of-Way (R.O.W.) line of Pleasanton Rd. for the southeast corner of said Tract No. 4;

THENCE, North 13° 28' 25" West, 352.01 feet across said Tract No. 4 to a ½" iron rod set in the north line of said Tract No. 4 for the northwest corner of the herein described tract;

THENCE, South 85° 15' 00" East, 160.00 feet along the north line of said Tract No. 4 to a ½" iron rod set for the northeast corner of the herein described tract;

THENCE, South 13° 14' 27" West, 338.06 feet across said Tract No. 4 to the POINT OF BEGINNING.

Portion of Bexar County Property Tax ID: 347950.

Lot D:

BEING a 0.871 acre tract of land out of Tract No. 4, J.B. Couric Subdivision, recorded in Volume 642, Page 267, Deed and Plat Records, Bexar County, Texas out of the Chris Thieme Survey No. 1386 ½, Abstract 755, County Block 4169, Bexar County, Texas, said 0.871 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod set in the south line of said Tract No. 4 for the southeast corner of the herein described tract, said ½" iron rod set being North 89° 57' 22" West, 840.09 feet along the south line of said Tract No. 4 from a metal pipe found in the west R.O.W. line of said Pleasanton Rd. for the southeast corner of said Tract No. 4;

THENCE, North 89° 57' 22" West, 191.00 feet along the south line of said Tract No. 4 to a metal pipe found for the southwest corner of the herein described tract;

THENCE, North 13° 14' 27" East, 338.06 feet across said Tract No. 4 to a ½" iron rod set in the north line of said Tract No. 4 for the northwest corner of the herein described tract;

THENCE, South 84° 40' 21" East, 40.99 feet along the north line of said Tract No. 4 to a metal pipe found for the northeast corner of the herein described tract;

THENCE, South 12° 36' 06" East, 333.45 feet across said Tract No. 4 to the POINT OF BEGINNING.

Portion of Bexar County Property Tax ID: 347950.

Doc# 20170127514
Pages 46
06/30/2017 3:17PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$202.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
06/30/2017 3:17PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

Exhibit B – First Priority UCC-1s

UCC FINANCING STATEMENT

Case 19-11563-KBO Doc 876-4 Filed 08/27/20 Page 246 of 695

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CORPORATION SERVICE COMPANY

2711 CENTERVILLE ROAD,

SUITE 400

WILMINGTON DE 198081645

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:41 PM 05/14/2013
INITIAL FILING # 2013 1840090

SRV: 130578422

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

EMERGE ENERGY SERVICES OPERATING LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1400 CIVIC PLACE, SUITE 250

CITY

SOUTHLAKE

STATE

TX

POSTAL CODE

76092

COUNTRY

US

1e. TYPE OF ORGANIZATION

LTD LIABILITY COMPANY

1f. JURISDICTION OF ORGANIZATION

DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

PNC BANK, NATIONAL ASSOCIATION, AS AGENT

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

COMMERCIAL LOAN SERVICE CENTER/D CC-500 FIRST AVENUE PITTSBURGH

STATE

PA

POSTAL CODE

15219

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's assets, including but not limited to, all now owned or hereafter acquired or arising accounts, inventory, machinery, furniture, fixtures, equipment, general intangibles, chattel paper, contract rights, documents, instruments, deposit accounts and investment property; and all cash and non-cash proceeds thereof (including, without limitation, insurance proceeds) and proceeds of proceeds.

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum ☐ (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ (ADDITIONAL FEE) ☐ (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 01:36 PM 05/27/2014
 INITIAL FILING # 2013 1840090
 AMENDMENT # 2014 2054609
 SRV: 140716159

A. NAME & PHONE OF CONTACT AT FILER (optional) James P. Murphy (212) 701-3345
B. E-MAIL CONTACT AT FILER (optional) jmurphy@cahill.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"> James P. Murphy, Legal Assistant Cahill Gordon & Reindel LLP 80 Pine Street New York, NY 10005 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2013 1840090, filed 05/14/2013

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☒ Debtor or ☐ Secured Party of record ☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME EMERGE ENERGY SERVICES OPERATING LLC			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME Emerge Energy Services Operating LLC			
OR	7b. INDIVIDUAL'S SURNAME		
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX			

7c. MAILING ADDRESS 180 State Street, Suite 225	CITY Southlake	STATE TX	POSTAL CODE 76092	COUNTRY USA
---	--------------------------	--------------------	-----------------------------	-----------------------

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME PNC Bank, National Association, as Agent			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

To be filed with Secretary of State of Delaware. [68010 0015] [06] 43437959

Delaware Department of State
 U.C.C. Filing Section
 Filed: 05:03 PM 11/21/2017
 U.C.C. Initial Filing No: 2013 1840090
 Amendment No: 2017 7747993
 Service Request No: 20177200909

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 1390 26607 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Delaware (S.O.S.)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
 2013 1840090 05/14/2013

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
 (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME EMERGE ENERGY SERVICES OPERATING LLC

OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S SURNAME
----	--------------------------

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY USA
---------------------	------	-------	-------------	----------------

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor; if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME PNC Bank, National Association, as Agent

OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA: Debtor: EMERGE ENERGY SERVICES OPERATING LLC - 326928

1390 26607

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153 </div>

Delaware Department of State
 U.C.C. Filing Section
 Filed: 05:24 PM 03/20/2019
 U.C.C. Initial Filing No: 2013 1840090
 Amendment No: 2019 1955231
 Service Request No: 20192145162

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

2013 1840090 05/14/2013
 1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
 (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

 2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

 3. ☒ **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

 4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law
5. ☐ **PARTY INFORMATION CHANGE:**Check one of these two boxes:AND Check one of these three boxes to:
 This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b
6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
HPS Investment Partners, LLC, as Agent			
OR 7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			SUFFIX
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
40 West 57th Street, 33rd Floor	New York	NY	10019	US

 8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:
9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME			
PNC Bank, National Association, as Agent			
OR 9b. INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	

10. **OPTIONAL FILER REFERENCE DATA:****File with: Delaware - Secretary of State Debtor: Emerge Energy Services Operating LLC 52644.0010**

UCC FINANCING STATEMENT

Case 19-11563-KBO Doc 876-4 Filed 08/27/20 Page 250 of 695

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CORPORATION SERVICE COMPANY

2711 CENTERVILLE ROAD,

SUITE 400

WILMINGTON DE 198081645

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:41 PM 05/14/2013
INITIAL FILING # 2013 1840074

SRV: 130578420

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

EMERGE ENERGY SERVICES LP

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1400 CIVIC PLACE, SUITE 250

CITY

SOUTHLAKE

STATE

TX

POSTAL CODE

76092

COUNTRY

US

1e. TYPE OF ORGANIZATION

LIMITED PARTNERSHIP

1f. JURISDICTION OF ORGANIZATION

DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

PNC BANK, NATIONAL ASSOCIATION, AS AGENT

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

COMMERCIAL LOAN SERVICE CENTER/D CC-500 FIRST AVENUE PITTSBURGH

STATE

PA

POSTAL CODE

15219

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's assets, including but not limited to, all now owned or hereafter acquired or arising accounts, inventory, machinery, furniture, fixtures, equipment, general intangibles, chattel paper, contract rights, documents, instruments, deposit accounts and investment property; and all cash and non-cash proceeds thereof (including, without limitation, insurance proceeds) and proceeds of proceeds.

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 01:35 PM 05/27/2014
 INITIAL FILING # 2013 1840074
 AMENDMENT # 2014 2054567
 SRV: 140716143

A. NAME & PHONE OF CONTACT AT FILER (optional) James P. Murphy (212) 701-3345
B. E-MAIL CONTACT AT FILER (optional) jmurphy@cahill.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"> James P. Murphy, Legal Assistant Cahill Gordon & Reindel LLP 80 Pine Street New York, NY 10005 </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2013 1840074, filed 05/14/2013

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☒ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☒ Debtor or ☐ Secured Party of record
☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME EMERGE ENERGY SERVICES LP			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME Emerge Energy Services LP	
OR	7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX	

7c. MAILING ADDRESS 180 State Street, Suite 225	CITY Southlake	STATE TX	POSTAL CODE 76092	COUNTRY USA
---	--------------------------	--------------------	-----------------------------	-----------------------

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME PNC Bank, National Association, as Agent			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

To be filed with Secretary of State of Delaware. [68010 0015] [05] 43437959

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 800-858-5294
B. E-MAIL CONTACT AT FILER (optional) FILINGDEPT@CSCINFO.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 801 ADLAI STEVENSON DR [139026243] SPRINGFIELD, IL 62703 US

Delaware Department of State
U.C.C. Filing Section
Filed: 11:55 AM 11/21/2017
U.C.C. Initial Filing No: 2013 1840074
Amendment No: 2017 7732011
Service Request No: 20177190573

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20131840074

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:**AND** Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record ☐ **CHANGE** name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c ☐ **ADD** name: Complete item 7a or 7b, and item 7c ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	----------------------------------	--	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ **ADD** collateral ☐ **DELETE** collateral ☐ **RESTATE** covered collateral ☐ **ASSIGN** collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

PNC BANK, NATIONAL ASSOCIATION, AS AGENT

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA:

DEBTOR: EMERGE ENERGY SERVICES LP - 326928

International Association of Commercial Administrators

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153

Delaware Department of State
 U.C.C. Filing Section
 Filed: 05:25 PM 03/20/2019
 U.C.C. Initial Filing No: 2013 1840074
 Amendment No: 2019 1955306
 Service Request No: 20192145215

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2013 1840074 05/14/2013

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:AND Check one of these three boxes to:This Change affects ☐ Debtor or ☐ Secured Party of record
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
HPS Investment Partners, LLC, as Agent			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		
	SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
40 West 57th Street, 33rd Floor	New York	NY	10019	US

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME			
PNC Bank, National Association, as Agent			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

File with: Delaware - Secretary of State Debtor: Emerge Energy Services LP 52644.0010

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DXE For DXE

Corporation Service Company
Suite 400
2711 Centerville Road
Wilmington, DE 19808



649361-3

13-0015498465

05/15/2013 05:00 PM



FILED

TEXAS
SECRETARY OF STATE

SOS



481154600004

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR Superior Silica Sands LLC

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1400 Civic Place, Suite 250

CITY

Southlake

STATE

TX

POSTAL CODE

76092

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

TX

1g. ORGANIZATIONAL ID #, if any

0800987986

☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR PNC Bank, National Association, as Agent

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

Commercial Loan Service
Center/DCC - 500 First Avenue

CITY

Pittsburgh

STATE

PA

POSTAL CODE

15219

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's assets, including but not limited to, all now owned or hereafter acquired or arising accounts, inventory, machinery, furniture, fixtures, equipment, general intangibles, chattel paper, contract rights, documents, instruments, deposit accounts and investment property; and all cash and non-cash proceeds thereof (including, without limitation, insurance proceeds) and proceeds of proceeds.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOLR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum: ☐ (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) ☐ (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA 074658-13021

TX-Secretary Of State, Statutory Filings Division, Corporations Section

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Corporation Service Company
2711 Centerville Rd. Ste. 400
Wilmington, DE 19808

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) FABCO Equipment Inc. 608-227-3210
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) FABCO Equipment Inc. 1111 Applegate Dr Madison, WI 53713 USA

FILING NUMBER: 13-00318705**FILING DATE:** 10/07/2013 11:28 AM**DOCUMENT NUMBER:** 507838680002**FILED:** Texas Secretary of State**IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER

13-00154984651b. ☐This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 132. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and also name of Assignor in item 9.
For partial assignment, complete item 7 and 9 and also indicate affected collateral in item 84. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ **PARTY INFORMATION CHANGE:**Check one of these two boxes. This Change affects ☐ Debtor or ☐ Secured Party of record. AND Check one of these three boxes to:☐ **CHANGE** name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ **ADD** name: Complete item 7a or 7b, and item 7c ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b.6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

Cat 966K wheel loader serial number TFS00170

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:****074658-13021 TX Secretary of State**

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) James P. Murphy (212) 701-3345	
B. E-MAIL CONTACT AT FILER (optional) [REDACTED]	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) James P. Murphy, Legal Assistant Cahill Gordon & Reindel LLP 80 Pine Street New York, NY 10005	

RECEIVED
MAY 27 2014
CLK 78

14-00166915**05/27/2014 12:15 PM****FILED**TEXAS
SECRETARY OF STATE

SOS



546362940002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
13-0015498465, filed 05/15/20131b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 132. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 8
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☒ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

This Change affects ☒ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

Superior Silica Sands LLC

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

Superior Silica Sands LLC

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

180 State Street, Suite 225

CITY

Southlake

STATE

TX

POSTAL CODE

76092

COUNTRY

USA8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

PNC Bank, National Association, as Agent

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

To be filed with Secretary of State of Texas.

[68010 0015]

[07]

43437959

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11) International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

FABCO Equipment Inc. 608-271-6205

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

FABCO Equipment Inc.
1111 Applegate Dr
Madison, WI 53713
USA

FILING NUMBER: 14-00193649

FILING DATE: 06/18/2014 08:42 AM

DOCUMENT NUMBER: 549551520002

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

13-0015498465

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and also name of Assignor in item 9.
For partial assignment, complete item 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ **PARTY INFORMATION CHANGE:**Check one of these two boxes. This Change affects ☐ Debtor or ☐ Secured Party of record. AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b.

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☒ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

Cat 226B III skid steer loader serial number MWD01916

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

CSC

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
251 LITTLE FALLS DRIVE
Wilmington, DE 19808
USA

FILING NUMBER: 17-00393337

FILING DATE: 11/21/2017 02:57 PM

DOCUMENT NUMBER: 775700780001

FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

13-0015498465

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and also name of Assignor in item 9.
For partial assignment, complete item 7 and 9 and also indicate affected collateral in item 8

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes. This Change affects ☐ Debtor or ☐ Secured Party of record. AND Check one of these three boxes to:

☐ **CHANGE** name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ **ADD** name: Complete item 7a or 7b, and item 7c ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b.

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

PNC Bank, National Association, as Agent

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

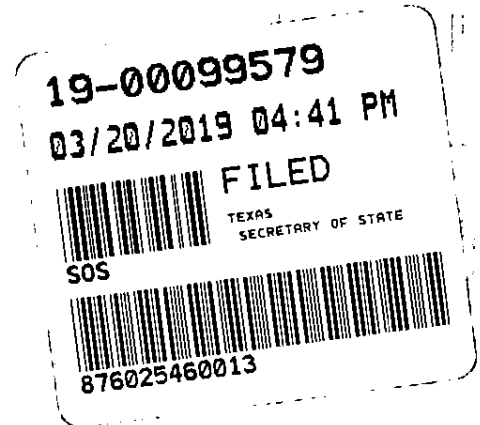
Debtor: Superior Silica Sands LLC - 326997 [139122570]

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
69025957-2



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
13-0015498465 05/15/2013

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 8 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: ☐ Debtor or ☐ Secured Party of record
 AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME	HPS Investment Partners, LLC, as Agent		
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
40 West 57th Street, 33rd Floor	New York	NY	10019	US

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME	PNC Bank, National Association, as Agent		
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
 File with: Texas - Secretary of State Debtor: Superior Silica Sands LLC 52644.0010

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

Exhibit C – Second Priority Mortgages

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

835721**04/17/2017 8:15:26 AM****RECORDING FEE: 30.00****FEE EXEMPT #:****PAGES: 36****SUBMITTER: SIMPLIFILE**

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Number

Document Name

Second Lien Mortgage, Security
Agreement, Financing Statement,
Fixture Filings and Assignment of
Rents and Leases

Recording Area

Name and Return Address:

Hogan Lovells US LLP
1999 Avenue of the Stars
Suite 1400
Los Angeles, CA 90067

040-2700-12-000, 040-2800-10-000, 040-2800-13-000, 040-2800-16-000, 040-3300-08-000, 040-3300-04-000, 040-3300-03-000, 040-3300-09-000, 040-2800-15-000, 040-2800-17-000, 040-2800-03-000, 040-2800-03-010, 040-2800-06-000, 040-2800-09-000, 040-2700-07-000, 040-2800-02-000, 040-2800-04-000, 040-2800-14-000

Parcel Identification Number (PIN)

This property is not a homestead property.

This instrument was drafted by: Albert Stemp, Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067

*Barron County, Wisconsin
Thompson Lease*

THIS SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Mortgage") dated effective as of April 12, 2017 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, having an address at 180 State Street, Suite 225, Southlake, Texas 76092 ("Mortgagor"), in favor of U.S. BANK NATIONAL ASSOCIATION, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, as disbursing agent and collateral agent (in such capacity, the "Mortgagee"), for the lenders which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among Emerge Energy Services LP, a Delaware limited partnership (the "Parent Guarantor"), Emerge Energy Services Operating LLC, a Delaware limited liability company ("Emerge"), Mortgagor (Mortgagor, together with Emerge, and each Person joined to the First Lien Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "First Lien Lenders" and each individually a "First Lien Lender"), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent (the "First Lien Agent"), the First Lien Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the First Lien Credit Agreement ("First Lien Loan").

B. In connection with the First Lien Loans, Mortgagor granted to the First Lien Agent, on behalf of the First Lien Lenders, a first priority mortgage lien upon the Collateral (as defined below) pursuant to that certain Amended and Restated First Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of June 27, 2014, and recorded on July 1, 2014, as Document Number 810153, Register of Deeds, Barron County, Wisconsin (the "First Lien Mortgage").

C. Pursuant to that certain Second Lien Security Agreement dated March 1, 2016 (the "CIT Security Agreement"), by and among Parent Guarantor, Emerge, Mortgagor, CIT Bank, N.A., a federally chartered national association ("CIT") and Mortgagee, as agent, Mortgagor agreed to secure its performance of the CIT Lease Obligations (as defined in the CIT Security Agreement) by granting a security interest in the Collateral.

D. In connection with the CIT Lease Obligations, Mortgagor granted to CIT a second priority mortgage lien upon the Collateral pursuant to that certain Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of March 1, 2016 (the "CIT Mortgage").

E. Pursuant to that certain Second Lien Credit and Security Agreement dated as of April 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the defined terms of which are used herein unless otherwise defined herein, by and among Parent Guarantor, Emerge, Mortgagor (Mortgagor, together with Emerge and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the “Borrowers”, and each individually a “Borrower”), the lenders which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”), and U.S. Bank National Association, in its capacity as disbursing agent and collateral agent (the “Second Lien Agent”), the Lenders have agreed to make available to the Borrowers a term loan facility in accordance with the Credit Agreement.

F. Mortgagor acquired certain leasehold interests in Barron County, Wisconsin as more particularly described herein and on Schedule I and Exhibit A attached hereto.

G. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

H. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

I. This Mortgage, and all rights and authority conveyed to Mortgagee hereby, shall be subordinate to the First Lien Mortgage for as long as the First Lien Mortgage is outstanding pursuant to that certain First Lien/Second Lien Intercreditor Agreement, dated as of April 12, 2017, among the First Lien Agent and the Second Lien Agent and acknowledged by the Borrowers and the Parent Guarantor (the “ABL/Term Intercreditor Agreement”).

J. Pursuant to that certain Subordination of Mortgage, dated as of the date hereof (the “Subordination Agreement”), by and between CIT and Mortgagee, CIT agrees to subordinate the CIT Mortgage, and all rights and authority conveyed to CIT thereby, to this Mortgage for as long as this Mortgage is outstanding.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements,

sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 7.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases including the Production Leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 “Mortgage” shall have the meaning set forth in the preamble.

1.9 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables,

wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 “Production Leases” means those certain leases described on Schedule I attached hereto and incorporated herein for all purposes, including any and all modifications, extensions, amendments and renewals thereof.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, to the land and Leases described on Exhibit A attached hereto and made a part hereof for all purposes, including any portion of the leasehold estate created under the Production Leases now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor’s interest therein be incorrectly described in, or a description of a part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 “Rents” has the meaning set forth in Section 5.1 hereof.

1.14 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 “UCC” shall have the meaning set forth in Section 2.4 hereof.

1.17 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term “including” means “including without limitation”.

ARTICLE II

Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor’s estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents leases, profits from and to the Collateral; (c) all awards and payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral

and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Future Advances.** It is contemplated and acknowledged that the Obligations may include future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor shall file, and authorizes Mortgagee to file, one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III **Production Leases**

3.1 **Production Lease.** Mortgagor represents, warrants covenants, and agrees as follows:

(a) Mortgagor has delivered to Mortgagee a true, correct and complete copy of each Production Lease, including all amendments and modifications, written or oral existing as of the date hereof.

(b) Each Production Lease is valid and enforceable and in full force and effect, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally and by general principles of equity whether applied by a court of law or equity, and has not been modified or amended in any manner whatsoever, except as disclosed to Mortgagee in writing. Neither the Mortgagor nor the lessor under any Production Lease has commenced any action or given or received any notice for the purpose of terminating such Production Lease and the interest of the lessee under each Production Lease is vested solely in the Mortgagor.

(c) Mortgagor has not executed or entered into any modifications or amendments of any Production Lease, either orally or in writing, other than written amendments that have been disclosed to Mortgagee in writing.

(d) Mortgagor is not in default under any Production Lease and, to Mortgagor's knowledge, the lessor of such Production Lease is not in default thereunder. To Mortgagor's knowledge, no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a default or would entitle Mortgagor or any other party under any Production Lease to cancel the same or otherwise avoid its obligations.

(e) Except for this Mortgage or other assignments in favor of Mortgagee, Mortgagor has not executed any assignment or pledge of any Production Lease or Mortgagor's right, title and interest in the same.

(f) This Mortgage conforms and complies with each Production Lease, does not constitute a violation or default under any Production Lease, and is and shall at all times constitute a valid Lien (subject only to Permitted Encumbrances) on Mortgagor's interests in the Production Leases.

(g) Mortgagor shall pay, when due and payable, the rentals, additional rentals, and other charges required by, and payable under, any Production Lease in accordance with such Production Lease.

(h) Mortgagor shall perform and observe all material terms, covenants, and conditions that Mortgagor must perform and observe as lessee under each Production Lease, and do everything necessary to preserve and to keep unimpaired (other than Permitted Encumbrances) Mortgagor's rights under each Production Lease. Mortgagor shall provide all insurance required by each Production Lease. Mortgagor shall use all commercially reasonable efforts to enforce the lessor's obligations under each Production Lease so that Mortgagor may enjoy all its rights as lessee under such Production Lease. Mortgagor shall furnish to Mortgagee all information that Mortgagee may reasonably request from time to time concerning Mortgagor's compliance with the Production Leases.

(i) Mortgagor shall promptly deliver to Mortgagee a copy of any notice of default or termination that it receives from any lessor under any Production Lease.

(j) Mortgagor shall not, without Mortgagee's consent, consent or refuse to consent to any action that the lessor or any third party takes or desires to take pursuant to the terms and provisions of a Production Lease if such action has a material adverse effect on such Production Lease or Mortgagor's rights thereunder.

(k) Mortgagor's obligations under this Mortgage are independent of and in addition to Mortgagor's obligations under the Production Leases. Nothing in this Mortgage shall be construed to require Mortgagor or Mortgagee to take or omit to take any action that would cause a default under the Production Leases.

(l) The Mortgagor shall forever warrant and defend (i) its estate, right, title and interest in and to the Collateral, (ii) the validity, enforceability and, subject to the Permitted Encumbrances, priority of the Lien of this Mortgage on the Collateral, and (iii) the right, title and interest of the Mortgagee and any purchaser at any sale of the Collateral hereunder and relating hereto, in each case, against all other Liens, subject only to the Permitted Encumbrances.

3.2 **Acquisition of Interest in Production Leased Parcel.** If Mortgagor acquires the fee or any other interest in any Realty Collateral originally subject to a Production Lease, then, such acquired interest shall (to the extent not prohibited by Applicable Law) immediately become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as if Mortgagor now owned it and as if this Mortgage specifically described it, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument. In the event of any such acquisition, the fee and leasehold interests in such Realty Collateral, unless Mortgagee elects otherwise in writing, remain separate and distinct and shall not merge, notwithstanding any principle of law to the contrary.

3.3 **New Production Lease.** If any Production Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision of such Production Lease, Mortgagee or its designee shall acquire from lessor a new lease of the relevant leased premises, then Mortgagor shall have no right, title or interest in or to such new lease or the estate created thereby.

3.4 **No Merger of Leasehold.** Notwithstanding (i) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate or of the subject property or in the leasehold created by a Production Lease, (ii) the operation of law or (iii) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate or into the leasehold created by such Lease and the lessee under such Lease shall remain obligated to perform such Lease in accordance with its terms.

**ARTICLE IV
[RESERVED]**

**ARTICLE V
Assignment of Rents and Leases**

5.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the “Rents”), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this Section 5.1 is an absolute assignment and not merely a security interest; however, Mortgagee’s rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

5.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this Section 5.2 is an absolute assignment and not merely a security interest; however, Mortgagee’s rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

5.3 **[Reserved].**

5.4 **[Reserved].**

5.5 **Mortgagee in Possession.** Mortgagee’s acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a “mortgagee in possession,” nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee’s rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

5.6 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

5.7 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

5.8 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

5.9 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE VI

Mortgagor's Warranties and Covenants

6.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

6.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

6.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, including its leasehold estate created under the Production Leases, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). To the extent not prohibited by Applicable Law, Mortgagor has the right and authority to convey, and grant a security interest in, the leasehold estate created under the Production Lease and does hereby convey, and grant a security interest in, the leasehold estate created under the Production Lease. The leasehold estate created under the Production Lease is a second Lien subject to no Liens other than the First Mortgage and the Permitted Encumbrances. If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor

hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel. Mortgagor warrants that the Realty Collateral is not homestead property. This Instrument is not a Purchase Money Mortgage as defined in Wisconsin Statutes Section 708.09 or a Construction Mortgage as defined in Wisconsin Statutes Section 706.11(1m)(a)(2).

(b) Regulatory Filings. All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

6.4 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a second priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances (as defined in the Credit Agreement).

6.5 Recording. Mortgagor shall, and Mortgagee (or any designee of Mortgagee) may, without obligation, (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a second priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral. Within 30 days after full performance Mortgagee shall submit for recording a satisfaction of the Mortgage in accordance with Wisconsin Statute Section 708.15(5)(a).

6.6 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of

the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE VII

Default

7.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an “Event of Default” under this Mortgage.

7.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VIII

Mortgagee’s Rights

8.1 Rights to Realty Collateral Upon Default.

(a) **Operation of Property by Mortgagee.** Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

(i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

(ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and

(iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty

Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, to the extent permitted by Applicable Law, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure of Collateral. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default. Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.102, as amended or renumbered from time to time, permitting Lender, if the court makes an affirmative finding upon proper evidence being submitted that the Property has been abandoned by Mortgagor and assigns, to hold the foreclosure sale of such Property upon the expiration of five weeks from the date when a foreclosure judgment is entered.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement

and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to, without obligation, execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisalment and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim

through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

8.2 **Rights to Personalty Collateral Upon Default.** To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable

notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

8.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

8.4 **Other Rights.** In addition to the rights as described in Sections 8.1, 8.2 and 8.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

8.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

8.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

8.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

8.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

(a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

8.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

8.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE IX **Miscellaneous**

9.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any

attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to Sections 4.1(i), 8.6 or 9.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

9.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuance of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 9.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 8.6 above.

9.3 **Termination.** If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments provided to it acknowledging satisfaction of this Mortgage.

9.4 **Renewals, Amendments and Other Security.** To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

9.5 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

9.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

9.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Required Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

9.8 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

9.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

9.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092

Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com

with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092

Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insightequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: U.S. Bank National Association
214 N. Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: CDO Trust Services/James
Hanley
Telephone: () -
Facsimile: (704) 335-4670
Email: agency.services@usbank.com

with a copy to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Attention: Al Stemp, Esq.
Telephone: (310) 785-4775
Facsimile: (310) 785-4601
Email: albert.stemp@hoganlovells.com

9.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

9.13 **Successors and Assigns.**

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

9.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

9.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

9.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

9.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

9.18 **Intercreditor Agreement.** Notwithstanding anything herein to the contrary, (i) the Liens granted to the Mortgagee, as representative for the Lenders, pursuant to this Mortgage are expressly subject and subordinate to the Liens granted in favor of the First Lien Agent as and to the extent set forth in the ABL/Term Intercreditor Agreement and (ii) the exercise of any right or remedy by the Mortgagor hereunder is subject to the limitations and provisions of the ABL/Term Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, with respect to any Collateral, until the occurrence of the Discharge of Senior Lien Obligations, any obligation of any Credit Party under the Credit Agreement or under any other Security Document with respect to the delivery or control of any Collateral, the notation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be subject and subordinate to the rights of the First Lien Agent pursuant to the Senior Lien Collateral Documents (as such term is defined in the ABL/Term Intercreditor Agreement). To the extent that compliance by any Credit Party with any actions specified in the immediately preceding sentence would (x) conflict with the exercise of or direction by the First Lien Agent of comparable rights, (y) require delivery of Collateral which can only be delivered to one Person or (z) be, under Applicable Law, prohibited or unable to be completed, then the applicable Credit Party shall not have to take any such actions so long as the applicable Credit Party is, with respect to clause (x), complying with the exercise of, or direction by, the First Lien Agent, with respect to clause (y), has delivered such collateral to the First Lien Agent or any of its agents, and, with respect to clause (z), only so long as Applicable Law would prevent such compliance. In the event of any conflict between the terms of (i) the Intercreditor Agreements and this Mortgage, the terms of the Intercreditor Agreements shall govern and control or (ii) the ABL/Term Intercreditor Agreement and the Junior Lien Intercreditor Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

9.19 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, enrolling and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

9.20 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

9.21 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

9.22 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

9.23 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

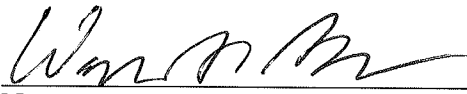
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed in multiple originals and effective as of the Effective Date.

MORTGAGOR:

SUPERIOR SILICA SANDS LLC, a Texas limited liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

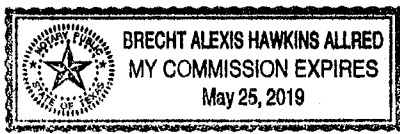
By: 
Name: Warren B. Bonham
Title: Vice President

Organizational Number of Mortgagor is: 800987986

THE STATE OF TEXAS §

§
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 6 day of April, 2017, by Warren B. Bonham, as Vice President of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.



Brecht Allred
Notary Public in and for
the State of Texas

SCHEDULE I

- Mining Related Operations, Access Road and Utility Lease Agreement dated as of May 9, 2013, among Terry L. Thompson and Mortgagor, as evidenced by that certain Memorandum of Lease recorded September 11, 2013 as Document No. 803327, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (“Thompson Mineral Lease”).
- Royalty Lease Agreement, dated April 30, 2013 by and between Terry L. Thompson, Monte E. Thompson, Rhonda M. Thompson, Wax Wroms, Inc., Joseph M. Diedrich, Sonja J. Diedrich, Bryan D. Yenter, Sara J. Yenter, Kevin Yenter, John W. VanBeek, Mary J. VanBeek, Robert J. Schaaf and Mortgagor, as evidenced by that certain Memorandum of Lease recorded September 11, 2013 as Document No. 803326, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (“Royalty Agreement”).

EXHIBIT A

Thompson Mineral Lease

Tax Parcel #'s: 040-2700-12-000

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the W $\frac{1}{4}$ corner of Section 27, which is the Point of Beginning; thence S 89°33'03" E along the North line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,329.12 feet to the NE corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 0°07'21" E along the East line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,316.45 feet to the Southeast corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 89°18'36" W along the South line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,336.03 feet to the Southwest corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 0°10'34" E along the West line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,310.68 feet to the Point of Beginning.

Royalty Agreement

Wax Worms, Inc.

Tax Parcel #'s: 040-2800-10-000; 040-2800-13-000; 040-2800-16-000; 040-3300-08-000; 040-3300-04-000

The East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin **EXCEPT** the following described parcel: Commencing at a point 8 rods West of the Southeast corner; thence in a Northwesterly direction 30 rods; thence East 12 rods to the East line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South to the Southeast corner; thence West to the point of beginning;

AND

That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin, described as follows: Commencing 3 rods East of the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence Southeast 50 rods; thence West 18 rods to the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West; thence North to the Northwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence East to the point of beginning;

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the West quarter corner of Section 28; thence N 89°45'27" E, 1,294.55 feet to the Northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 28, and the Point of Beginning (P.O. B.); thence N 89°45'27" E along the North line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,294.55 feet to the Northeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 1°03'26" W along the East line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,337.78 feet to the Southeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 89°10'42" E along the North line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 28, 1,325.48 feet to the Northeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S 0°37'16" W along the East line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,324.19 feet to the Southeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S 88°36'30" W along the South line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,286.56 feet; thence S 17°09'09" E, 825.00 of the feet; thence S 88°36'30" W, 297.00 feet to the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 33; thence S 0°17'50" W along said West line, 21.26 feet; thence S 89°58'19" W, 198.00 feet; thence S 7°21'55" E, 495.00 feet to the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 33; thence S 89°58'19" W along said South line, 1,203.84 feet to the Southwest corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 0°00'01" W along the West line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 1,310.50 feet to the Northwest corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 2°05'35" E along the West line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 28, 2,668.09 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Robert J. Schaaf

Tax Parcel #'s: 040-3300-03-000; 040-3300-09-000

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin **EXCEPT** that part described as follows: Beginning at a point 3 rods East of the Northwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ thence Southeasterly 50 rods;

thence West 18 rods to the West line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North to the Northwest corner; thence East 3 rods to the point of beginning;

AND

That part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin described as follows: Beginning at a point 8 rods West of the Southeast corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence Northwesterly 30 rods; thence East 12 rods to the East line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South to the Southeast corner; thence West to the point of beginning.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 33; thence N 88°36'30" E along the North line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 49.50 feet to the Point of Beginning (P.O.B.); thence continuing N 88°36'30" E along said North line, 1,286.56 feet to the Northeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 0°22'59" W along the East line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,320.46 feet to the Southeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°12'12" W along the South line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,333.75 feet to the Southwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°58'19" W along the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 132.00 feet; thence N 7°21'55" W, 495.00 feet; thence N 89°58'19" E, 198.00 feet to the East line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 0°17'50" E along said East line, 21.26 feet; thence N 88°36'30" E, 297.00 feet; thence N 17°09'09" W, 825.00 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Monte E. Thompson and Rhonda M. Thompson

Tax Parcel #'s: 040-2800-15-000; 040-2800-17-000

The S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County Wisconsin.

AND

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the Southeast corner of Section 28, which is the Point of Beginning (P.O.B.); thence S 88°36'30" W along the South line of the SE¼ of the SE¼, 1,336.06 feet to the Southwest corner of said SE¼ of the SE¼; thence N 0°37'16" E along the West line of said SE¼ of the SE¼, 1,324.19 feet to the Northwest corner of said SE¼ of the SE¼; thence S 89°10'42" W along the South line of the S½ of the NW¼ of the SE¼, 1,325.48 feet to the Southwest corner of said S½ of the NW¼ of the SE¼; thence N 1°03'26" E along the West line of said S½ of the NW¼ of the SE¼, 668.89 feet to the Northwest corner of said S½ of the NW¼ of the SE¼; thence N 89°28'00" E along the North line of said S ½ of the NW¼ of the SE¼ and the S½ of the NE¼ of the SE¼, 2,640.48 feet to the Northeast corner of said S½ of the NE¼ of the SE¼; thence S 0°10'34" W along the East line of said S½ of the NE¼ of the SE¼ and SE¼ of the SE¼, 1,966.02 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

John W. VanBeek and Mary J. VanBeek

Tax Parcel #: 040-2800-03-000

The East½ of the NW¼ of the NE¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

A non-exclusive perpetual easement for ingress and egress over the South 30 feet of the NE¼ of the NE¼ of Section 28, Township 32 North, Range 11 West and over the South 30 feet of the NW¼ of the NW¼ of Section 27, Township 32 North, Range 11 West.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S- 1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 28; thence N 89°54'19" E, 647.21 feet to the Northwest corner of the E½ of the NW ¼ of the NE¼, and the Point of Beginning (P.O.B.); thence N 89°53'53" E along the North line of said E½ of the NW¼ of the NE¼, 647.60 feet to the Northeast corner of said E½ of the NW ¼ of the NE¼; thence S 0°36'46" W along the East

line of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,312.74 feet to the Southeast corner of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°50'16" W along the South line of said E $\frac{1}{2}$ -NW-NE, 652.20 feet to the Southwest corner of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N 0°48'47" E along the West line of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,313.49 feet to the P.O.B.

Together with a non-exclusive perpetual easement for ingress and egress over the South 30 feet of the Northeast Quarter of the Northeast Quarter of Section 28, Township 32 North, Range 11 West and over the South 30 feet of the Northwest Quarter of the Northwest Quarter of Section 27, Township 32 North, Range 11 West.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Bryan D. Yenter, Sara J. Yenter and Kevin Yenter

Tax Parcel #: 040-2800-03-010

The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

A non-exclusive easement for ingress and egress over the South 30 feet of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S- 1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 28, and the Point of Beginning (P.O.B.); thence N 89°54'19" E along the North line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 647.21 feet to the Northeast corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 0°48'47" W along the East line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,313.49 feet to the Southeast corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°47'11" W along the South line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 652.83 feet to the Southwest corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N 1°03'26" E along the West line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,314.94 feet to the P.O.B.

Together with a non-exclusive easement for ingress and egress over the South 30 feet of the East½ of the NW¼ of the NE¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NE¼ of the NE¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NW¼ of the NW¼ of Section 27; Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Joseph M. Diedrich and Sonja J. Diedrich

Tax Parcel #'s: 040-2800-06-000; 040-2800-09-000

The NE ¼ of the NW ¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin;

AND

The SE ¼ of the NW ¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 28, which is the Point of Beginning; thence S 1°03'26" W along the East line of the NE ¼ of the NW ¼ and SE ¼ of the NW¼ , 2,629.88 feet to the Southeast corner of said SE ¼ of the NW¼; thence S 89°45'27" W along the South line of said SE¼ of the NW¼, 1,294.55 feet to the Southwest corner of said SE ¼ of the NW¼ ; thence N 1°03'01" E along the West line of said SE ¼ of the NW¼ and NE ¼ of the NW ¼ , 2,640.20 feet to the Northwest corner of said NE ¼ of the NW ¼; thence S 89°47'10" E along the North line of said NE ¼ of the NW¼, 1,294.68 feet to the Point of Beginning.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement

recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Terry L. Thompson (Royalty Agreement)

Tax Parcel #'s: 040-2700-07-000; 040-2800-02-000; 040-2800-04-000; 040-2800-14-000

Parcel 1:

Lot 1 of Certified Survey Map #5322 recorded in Volume 36 of Certified Survey Maps, Page 145 as Document #724004, Town of Sioux Creek, Barron County, Wisconsin.

Parcel 2:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

Parcel 3:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Parcel 1:

Lot 1 of Certified Survey Map #5322 recorded in Volume 36 of Certified Survey Maps, Page 145 as Document #724004, being part of the NW $\frac{1}{4}$ -NW $\frac{1}{4}$ of Section 27, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

Parcel 2:

Commencing at the Northeast corner of Section 28, which is the Point of Beginning (P.O.B.);

thence S 0°11'41" W along the East line of the NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1311.72 feet to the Southeast corner of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$;

thence S 89°53'15" W along the South line of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1304.04 feet to the Southwest corner of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$;

thence N 0°36'46" E along the West line of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1312.74 feet to the Northwest corner of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$;

thence N 89°55'43" E along the North line of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1294.46 feet to the P.O.B.

Parcel 3:

Commencing at the North quarter corner of Section 28;

thence S 1°03'26" W along the N-S quarter section line, 1314.94 feet to the Northwest corner of the SW1/4-NE1/4, and the Point of Beginning (P.O.B.);

thence N 89°47'11" E along the North line of said SW1/4-NE1/4, 652.83 feet;

thence N 89°50'16" E along said North line, 652.20 feet to the Northeast corner of said SW1/4-NE1/4;

thence S 0°37'20" W along the East line of said SW1/4-NE1/4, 1313.51 feet to the Southeast corner of said SW1/4-NE1/4;

thence N 89°45'27" E along the North line of the NE1/4-SE1/4, 1315.03 feet to the Northeast corner of said NE1/4-SE1/4;

thence S 0°10'34" W along the East line of said NE1/4-SE1/4, 655.34 feet to the Southeast corner of the N1/2-NE1/4-SE1/4;

thence S 89°28'00" W along the South line of the N1/2-NE1/4-SE1/4 and the N1/2-NW1/4-SE1/4, 2640.48 feet to the Southwest corner of said N1/2-NW1/4-SE1/4;

thence N 1°03'26" E along said N-S quarter section line, 1983.83 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, executed on May 9, 2013, between Terry L. Thompson and Superior Silica Sands LLC, as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement to be recorded in the Office of the Register of Deeds of Barron County, Wisconsin.

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

835718

04/17/2017 8:15:23 AM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 26

SUBMITTER: SIMPLIFILE

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Number

Document Name

Second Lien Mortgage, Security
Agreement, Financing Statement,
Fixture Filings and Assignment of
Rents and Leases

Recording Area

Name and Return Address:

Hogan Lovells US LLP
1999 Avenue of the Stars
Suite 1400
Los Angeles, CA 90067

004-3000-08-010

Parcel Identification Number (PIN)

This property is not a homestead property.

This instrument was drafted by: Albert Stemp, Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400,
Los Angeles, CA 90067

Barron County, WI – Arland Dry Plant

THIS SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as the same may be amended, amended and restated, modified or supplemented from time to time, the “Mortgage”) dated effective as of April 12, 2017 (“Effective Date”) is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, having an address at 180 State Street, Suite 225, Southlake, Texas 76092 (“Mortgagor”), in favor of U.S. BANK NATIONAL ASSOCIATION, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, as disbursing agent and collateral agent (in such capacity, the “Mortgagee”), for the lenders which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the “Lenders” and each individually a “Lender”).

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Emerge Energy Services LP, a Delaware limited partnership (the “Parent Guarantor”), Emerge Energy Services Operating LLC, a Delaware limited liability company (“Emerge”), Mortgagor (Mortgagor, together with Emerge, and each Person joined to the First Lien Credit Agreement, as a borrower from time to time, collectively, the “Borrowers”, and each individually a “Borrower”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “First Lien Lenders” and each individually a “First Lien Lender”), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent (the “First Lien Agent”), the First Lien Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the First Lien Credit Agreement (“First Lien Loan”).

B. In connection with the First Lien Loans, Mortgagor granted to the First Lien Agent, on behalf of the First Lien Lenders, a first priority mortgage lien upon the Collateral (as defined below) pursuant to that certain First Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of December 18, 2015, and recorded on December 21, 2015, as Document Number 823835, Register of Deeds, Barron County, Wisconsin (the “First Lien Mortgage”).

C. Pursuant to that certain Second Lien Security Agreement dated March 1, 2016 (the “CIT Security Agreement”), by and among Parent Guarantor, Emerge, Mortgagor, CIT Bank, N.A., a federally chartered national association (“CIT”) and Mortgagee, as agent, Mortgagor agreed to secure its performance of the CIT Lease Obligations (as defined in the CIT Security Agreement) by granting a security interest in the Collateral.

D. In connection with the CIT Lease Obligations, Mortgagor granted to CIT a second priority mortgage lien upon the Collateral pursuant to that certain Second Lien Mortgage, Security

Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of March 1, 2016 (the "CIT Mortgage").

E. Pursuant to that certain Second Lien Credit and Security Agreement dated as of April 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the defined terms of which are used herein unless otherwise defined herein, by and among Parent Guarantor, Emerge, Mortgagor (Mortgagor, together with Emerge and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the lenders which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), and U.S. Bank National Association, in its capacity as disbursing agent and collateral agent (the "Second Lien Agent"), the Lenders have agreed to make available to the Borrowers a term loan facility in accordance with the Credit Agreement.

F. Mortgagor acquired certain fee interests in Barron County, Wisconsin as more particularly described herein and on Exhibit A attached hereto.

G. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

H. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

I. This Mortgage, and all rights and authority conveyed to Mortgagee hereby, shall be subordinate to the First Lien Mortgage for as long as the First Lien Mortgage is outstanding pursuant to that certain First Lien/Second Lien Intercreditor Agreement, dated as of April 12, 2017, among the First Lien Agent and the Second Lien Agent and acknowledged by the Borrowers and the Parent Guarantor (the "ABL/Term Intercreditor Agreement").

J. Pursuant to that certain Subordination of Mortgage, dated as of the date hereof (the "Subordination Agreement"), by and between CIT and Mortgagee, CIT agrees to subordinate the CIT Mortgage, and all rights and authority conveyed to CIT thereby, to this Mortgage for as long as this Mortgage is outstanding.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 5.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 “Mortgage” shall have the meaning set forth in the preamble.

1.9 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, to the land described on Exhibit A attached hereto and made a part hereof for all purposes, now owned or hereafter acquired in and to or relating to the land described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor’s interest therein be incorrectly described in, or a description of part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.12 “Rents” has the meaning set forth in Section 3.1 hereof.

1.13 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.14 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, if any, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.15 “UCC” shall have the meaning set forth in Section 2.4 hereof.

1.16 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term “including” means “including without limitation”.

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor’s estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents, leases, profits from and to the Collateral; (c) all awards and

payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, and other interests, if any, set forth in Exhibit A.

2.2 **Future Advances.** It is contemplated and acknowledged that the Obligations may include future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor shall file, and authorizes Mortgagee to file, one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III Assignment of Rents and Leases

3.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or

enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the “Rents”), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this Section 3.1 is an absolute assignment and not merely a security interest; however, Mortgagee’s rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

3.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this Section 3.2 is an absolute assignment and not merely a security interest; however, Mortgagee’s rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

3.3 **Mortgagee in Possession.** Mortgagee’s acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a “mortgagee in possession,” nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee’s rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

3.4 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

3.5 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

3.6 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

3.7 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the

Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE IV **Mortgagor's Warranties and Covenants**

4.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

4.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

4.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel. Mortgagor warrants that the Realty Collateral is not homestead property. This Instrument is not a Purchase Money Mortgage as defined in Wisconsin Statutes Section 708.09 or a Construction Mortgage as defined in Wisconsin Statutes Section 706.11(1m)(a)(2).

(b) **Regulatory Filings.** All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

4.4 **Further Assurances.**

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the

execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a second priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances (as defined in the Credit Agreement).

4.5 **Recording.** Mortgagor shall, and Mortgagee (or any designee of Mortgagee) may, without obligation, (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a second priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral. Within 30 days after full performance Mortgagee shall submit for recording a satisfaction of the Mortgage in accordance with Wisconsin Statute Section 708.15(5)(a).

4.6 **Insurance.** Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE V Default

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Mortgage.

5.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VI

Mortgagee's Rights

6.1 Rights to Realty Collateral Upon Default.

(a) **Operation of Property by Mortgagee.** Upon the Occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

- (i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;
- (ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and
- (iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) **Judicial Proceedings.** Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, to the extent permitted by Applicable Law, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, Mortgagee may proceed by suit for a judicial sale of the Realty

Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure of Collateral. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default. Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.102, as amended or renumbered from time to time, permitting Lender, if the court makes an affirmative finding upon proper evidence being submitted that the Property has been abandoned by Mortgagor and assigns, to hold the foreclosure sale of such Property upon the expiration of five weeks from the date when a foreclosure judgment is entered.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to, without obligation, execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the

premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisalment and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the

highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

6.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 Rights to Fixture Collateral Upon Default. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 Other Rights. In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

6.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

6.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

6.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

6.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

- (a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;
- (b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;
- (c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and
- (d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

6.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

6.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE VII

Miscellaneous

7.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to Sections 6.6 or 7.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuance of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to

employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 7.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 6.6 above.

7.3 **Termination.** If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments provided to it acknowledging satisfaction of this Mortgage.

7.4 **Renewals, Amendments and Other Security.** To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

7.5 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

7.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Required Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever

affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.8 **Terms.** The term "**Mortgagor**" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "**Mortgagee**" and "**Mortgagor**" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

7.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

7.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com

with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insightequity.com

Attention: Robert J. Conner, General Counsel

Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: U.S. Bank National Association
214 N. Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: CDO Trust Services/James Hanley
Telephone: () -
Facsimile: (704) 335-4670
Email: agency.services@usbank.com

with a copy to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Attention: Al Stemp, Esq.
Telephone: (310) 785-4775
Facsimile: (310) 785-4601
Email: albert.stemp@hoganlovells.com

7.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which

may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.13 **Successors and Assigns.**

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

7.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

7.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

7.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.18 **Intercreditor Agreement.** Notwithstanding anything herein to the contrary, (i) the Liens granted to the Mortgagee, as representative for the Lenders, pursuant to this Mortgage are expressly subject and subordinate to the Liens granted in favor of the First Lien Agent as and to the extent set forth in the ABL/Term Intercreditor Agreement and (ii) the exercise of any right or remedy by the Mortgagor hereunder is subject to the limitations and provisions of the ABL/Term Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, with respect to any Collateral, until the occurrence of the Discharge of Senior Lien Obligations, any obligation of any Credit Party under the Credit Agreement or under any other Security Document with respect to the delivery or control of any Collateral, the notation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be subject and subordinate to the rights of the First Lien Agent pursuant to the Senior Lien Collateral Documents (as such term is defined in the ABL/Term Intercreditor Agreement). To the extent that compliance by any Credit Party with any actions specified in the immediately preceding sentence would (x) conflict with the exercise of or direction by the First Lien Agent of comparable rights, (y) require delivery of Collateral which can only be delivered to one Person or (z) be, under Applicable Law, prohibited or unable to be completed, then the applicable Credit Party shall not have to take any such actions so long as the applicable Credit Party is, with respect to clause (x), complying with the exercise of, or direction by, the First Lien Agent, with respect to clause (y), has delivered such collateral to the First Lien Agent or any of its agents, and, with respect to clause (z), only so long as Applicable Law would prevent such compliance. In the event of any conflict between the terms of (i) the Intercreditor Agreements and this Mortgage, the terms of the Intercreditor Agreements shall govern and control or (ii) the ABL/Term Intercreditor Agreement and the Junior Lien Intercreditor Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

7.19 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, sealing and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

7.20 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

7.21 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or

instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

7.21 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

7.22 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed and effective as of the Effective Date.

CIT MORTGAGEE:

THE CIT GROUP/EQUIPMENT FINANCING,
INC., a Delaware corporation

By:


Name: Barry J. Nohalty
Title: Senior Vice President

(SSS Subordination, Barron County, WI (Arland Dry Plant))

THE STATE OF Illinois §
COUNTY OF Cook §



This instrument was acknowledged before me on this 6th day of Apr, 2017,
by Barry Nohalty, as SVP of The CIT
Group/Equipment Financing, Inc., a Delaware corporation on behalf of said corporation.

Sheila R. Kowalski
Notary Public in and for the
State of IL

EXHIBIT A

Tax Parcel #: 004-3000-08-010

Lot 1 of Certified Survey Map #6054 recorded in Volume 40 of Certified Survey Maps, Page 134 as Document # 808118, Town of Arland, Barron County, Wisconsin, being more particularly described on said survey as follows:

Beginning at the Northwest corner of said Section 30; thence N 89°36'49"E, along the North line of said NW ¼ of the NW ¼, 1,272.96 feet to the Northeast corner of said NW ¼ of the NW ¼; thence S 00°00'18" W, along the East line of said NW ¼ of the NW ¼, 880.02 feet; thence S89°36'49" W, 616.65 feet; thence N 00°14'52" E, 260.02 feet; thence S 89°36'49" W, 660.04 feet to the West line of said NW ¼ of the NW ¼; thence N 00°14'52" E, along the West line of said NW ¼ of the NW ¼, 620.04 to the Point of Beginning; EXCEPT lands conveyed to Barron County for right-of-way purposes recorded 12/18/2015 as Document # 823752.

-A-1-

(Superior Silica Sands LLC – Barron County, WI - Arland Dry Plant)

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

835719**04/17/2017 8:15:24 AM****RECORDING FEE: 30.00****FEE EXEMPT #:****PAGES: 36****SUBMITTER: SIMPLIFILE**

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Name

Second Lien Mortgage, Security
Agreement, Financing Statement,
Fixture Filings and Assignment of
Rents and Leases

Document Number

Recording Area

Name and Return Address:

Hogan Lovells US LLP
1999 Avenue of the Stars
Suite 1400
Los Angeles, CA 90067

004-3000-17-000, 004-3000-18-000, 004-3000-19-
000, 004-3000-15-000, 004-3000-13-000, 004-3000-
11-000, 004-3100-07-000, 004-3100-08-000, 004-
3100-04-010, 004-3100-05-000, 151-8000-04-000,
151-8000-05-000, 151-8000-06-000, 014-2600-03-
000, 004-3200-07-000, 004-3200-08-00, 004-3200-09-
000, 004-3200-05-000, 004-3200-10-000

Parcel Identification Number (PIN)

This property is not a homestead property.

This instrument was drafted by: Albert Stemp, Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400,
Los Angeles, CA 90067

Barron County, Wisconsin

THIS SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as the same may be amended, amended and restated, modified or supplemented from time to time, the “Mortgage”) dated effective as of April 12, 2017 (“Effective Date”) is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, having an address at 180 State Street, Suite 225, Southlake, Texas 76092 (“Mortgagor”), in favor of U.S. BANK NATIONAL ASSOCIATION, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, as disbursing agent and collateral agent (in such capacity, the “Mortgagee”), for the lenders which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the “Lenders” and each individually a “Lender”).

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Emerge Energy Services LP, a Delaware limited partnership (the “Parent Guarantor”), Emerge Energy Services Operating LLC, a Delaware limited liability company (“Emerge”), Mortgagor (Mortgagor, together with Emerge, and each Person joined to the First Lien Credit Agreement, as a borrower from time to time, collectively, the “Borrowers”, and each individually a “Borrower”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “First Lien Lenders” and each individually a “First Lien Lender”), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent (the “First Lien Agent”), the First Lien Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the First Lien Credit Agreement (“First Lien Loan”).

B. In connection with the First Lien Loans, Mortgagor granted to the First Lien Agent, on behalf of the First Lien Lenders, a first priority mortgage lien upon the Collateral (as defined below) pursuant to that certain Amended and Restated First Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of June 27, 2014, and recorded on July 1, 2014, as Document Number 810152, Register of Deeds, Barron County, Wisconsin (the “First Lien Mortgage”).

C. Pursuant to that certain Second Lien Security Agreement dated March 1, 2016 (the “CIT Security Agreement”), by and among Parent Guarantor, Emerge, Mortgagor, CIT Bank, N.A., a federally chartered national association (“CIT”) and Mortgagee, as agent, Mortgagor agreed to secure its performance of the CIT Lease Obligations (as defined in the CIT Security Agreement) by granting a security interest in the Collateral.

D. In connection with the CIT Lease Obligations, Mortgagor granted to CIT a second priority mortgage lien upon the Collateral pursuant to that certain Second Lien Mortgage, Security

Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of March 1, 2016 (the "CIT Mortgage").

E. Pursuant to that certain Second Lien Credit and Security Agreement dated as of April 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the defined terms of which are used herein unless otherwise defined herein, by and among Parent Guarantor, Emerge, Mortgagor (Mortgagor, together with Emerge and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the lenders which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), and U.S. Bank National Association, in its capacity as disbursing agent and collateral agent (the "Second Lien Agent"), the Lenders have agreed to make available to the Borrowers a term loan facility in accordance with the Credit Agreement.

F. Mortgagor acquired certain fee and leasehold interests in Barron County, Wisconsin as more particularly described herein and on Schedule I and Exhibit A attached hereto.

G. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

H. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

I. This Mortgage, and all rights and authority conveyed to Mortgagee hereby, shall be subordinate to the First Lien Mortgage for as long as the First Lien Mortgage is outstanding pursuant to that certain First Lien/Second Lien Intercreditor Agreement, dated as of April 12, 2017, among the First Lien Agent and the Second Lien Agent and acknowledged by the Borrowers and the Parent Guarantor (the "ABL/Term Intercreditor Agreement").

J. Pursuant to that certain Subordination of Mortgage, dated as of the date hereof (the "Subordination Agreement"), by and between CIT and Mortgagee, CIT agrees to subordinate the CIT Mortgage, and all rights and authority conveyed to CIT thereby, to this Mortgage for as long as this Mortgage is outstanding.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 7.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases including the Production Leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 “Mortgage” shall have the meaning set forth in the preamble.

1.9 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 “Production Leases” means those certain leases described on Schedule I attached hereto and incorporated herein for all purposes, including any and all modifications, extensions, amendments and renewals thereof.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, to the land and Leases described on Exhibit A attached hereto and made a part hereof for all purposes, including any portion of the leasehold estate created under the Production Leases now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor’s

interest therein be incorrectly described in, or a description of part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor's rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 "Rents" has the meaning set forth in Section 5.1 hereof.

1.14 "Sand" means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 "Sand Property" or "Sand Properties" means all of Mortgagor's right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 "UCC" shall have the meaning set forth in Section 2.4 hereof.

1.17 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term "including" means "including without limitation".

ARTICLE II

Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor's estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents, leases, profits from and to the Collateral; (c) all awards and payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Future Advances.** It is contemplated and acknowledged that the Obligations may include future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor shall file, and authorizes Mortgagee to file, one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III
Production Leases

3.1 **Production Lease.** Mortgagor represents, warrants, covenants, and agrees as follows:

(a) Mortgagor has delivered to Mortgagee a true, correct and complete copy of each Production Lease, including all amendments and modifications, written or oral, existing as of the date hereof.

(b) Each Production Lease is valid and enforceable and in full force and effect, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally and by general principles of equity whether applied by a court of law or equity, and has not been modified or amended in any manner whatsoever, except as disclosed to Mortgagee in writing. Neither the Mortgagor nor the lessor under any Production Lease has commenced any action or given or received any notice for the purpose of terminating such Production Lease and the interest of the lessee under each Production Lease is vested solely in the Mortgagor.

(c) Mortgagor has not executed or entered into any modifications or amendments of any Production Lease, either orally or in writing, other than written amendments that have been disclosed to Mortgagee in writing.

(d) Mortgagor is not in default under any Production Lease and, to Mortgagor's knowledge, the lessor of such Production Lease is not in default thereunder. To Mortgagor's knowledge, no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a default or would entitle Mortgagor or any other party under any Production Lease to cancel the same or otherwise avoid its obligations.

(e) Except for this Mortgage or other assignments in favor of Mortgagee, Mortgagor has not executed any assignment or pledge of any Production Lease or Mortgagor's right, title and interest in the same.

(f) This Mortgage conforms and complies with each Production Lease, does not constitute a violation or default under any Production Lease, and is and shall at all times constitute a valid Lien (subject only to Permitted Encumbrances) on Mortgagor's interests in the Production Leases.

(g) Mortgagor shall pay, when due and payable, the rentals, additional rentals, and other charges required by, and payable under, any Production Lease in accordance with such Production Lease.

(h) Mortgagor shall perform and observe all material terms, covenants, and conditions that Mortgagor must perform and observe as lessee under each Production Lease, and do everything necessary to preserve and to keep unimpaired (other than Permitted

Encumbrances) Mortgagor's rights under each Production Lease. Mortgagor shall provide all insurance required by each Production Lease. Mortgagor shall use all commercially reasonable efforts to enforce the lessor's obligations under each Production Lease so that Mortgagor may enjoy all its rights as lessee under such Production Lease. Mortgagor shall furnish to Mortgagee all information that Mortgagee may reasonably request from time to time concerning Mortgagor's compliance with the Production Leases.

(i) Mortgagor shall promptly deliver to Mortgagee a copy of any notice of default or termination that it receives from any lessor under any Production Lease.

(j) Mortgagor shall not, without Mortgagee's consent, consent or refuse to consent to any action that the lessor or any third party takes or desires to take pursuant to the terms and provisions of a Production Lease if such action has a material adverse effect on such Production Lease or Mortgagor's rights thereunder.

(k) Mortgagor's obligations under this Mortgage are independent of and in addition to Mortgagor's obligations under the Production Leases. Nothing in this Mortgage shall be construed to require Mortgagor or Mortgagee to take or omit to take any action that would cause a default under the Production Leases.

(l) The Mortgagor shall forever warrant and defend (i) its estate, right, title and interest in and to the Collateral, (ii) the validity, enforceability and, subject to the Permitted Encumbrances, priority of the Lien of this Mortgage on the Collateral, and (iii) the right, title and interest of the Mortgagee and any purchaser at any sale of the Collateral hereunder and relating hereto, in each case, against all other Liens, subject only to the Permitted Encumbrances.

3.2 **Acquisition of Interest in Production Leased Parcel.** If Mortgagor acquires the fee or any other interest in any Realty Collateral originally subject to a Production Lease, then, such acquired interest shall (to the extent not prohibited by Applicable Law) immediately become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as if Mortgagor now owned it and as if this Mortgage specifically described it, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument. In the event of any such acquisition, the fee and leasehold interests in such Realty Collateral, unless Mortgagee elects otherwise in writing, remain separate and distinct and shall not merge, notwithstanding any principle of law to the contrary.

3.3 **New Production Lease.** If any Production Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision of such Production Lease, Mortgagee or its designee shall acquire from lessor a new lease of the relevant leased premises, then Mortgagor shall have no right, title or interest in or to such new lease or the estate created thereby.

3.4 **No Merger of Leasehold.** Notwithstanding (i) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate or of the subject property or in the leasehold created by a

Production Lease, (ii) the operation of law or (iii) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate or into the leasehold created by such Lease and the lessee under such Lease shall remain obligated to perform such Lease in accordance with its terms.

**ARTICLE IV
[RESERVED]**

**ARTICLE V
Assignment of Rents and Leases**

5.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the "Rents"), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this Section 5.1 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

5.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this Section 5.2 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

5.3 **[Reserved].**

5.4 **[Reserved].**

5.5 **Mortgagee in Possession.** Mortgagee's acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral

by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

5.6 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

5.7 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

5.8 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

5.9 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE VI

Mortgagor's Warranties and Covenants

6.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

6.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

6.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, including its leasehold estate created under the Production Leases, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). To the extent not prohibited by Applicable Law, Mortgagor has the right and authority to convey, and grant a

security interest in, the leasehold estate created under the Production Lease and does hereby convey, and grant a security interest in, the leasehold estate created under the Production Lease. The leasehold estate created under the Production Lease is a second Lien subject to no Liens other than the First Mortgage and the Permitted Encumbrances. If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel. Mortgagor warrants that the Realty Collateral is not homestead property. This Instrument is not a Purchase Money Mortgage as defined in Wisconsin Statutes Section 708.09 or a Construction Mortgage as defined in Wisconsin Statutes Section 706.11(1m)(a)(2).

(b) Regulatory Filings. All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

6.4 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a second priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances (as defined in the Credit Agreement).

6.5 Recording. Mortgagor shall, and Mortgagee (or any designee of Mortgagee) may, without obligation, (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a second priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral. Within 30 days after full performance Mortgagee shall submit for recording a satisfaction of the Mortgage in accordance with Wisconsin Statute Section 708.15(5)(a).

6.6 **Insurance.** Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE VII

Default

7.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an “Event of Default” under this Mortgage.

7.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VIII

Mortgagee’s Rights

8.1 **Rights to Realty Collateral Upon Default.**

(a) **Operation of Property by Mortgagee.** Upon the Occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

(i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

(ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such

operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and

(iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, to the extent permitted by Applicable Law, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure of Collateral. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default. Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.102, as amended or renumbered from time to time, permitting Lender, if the court makes an affirmative finding upon proper evidence being submitted that the Property has been abandoned by Mortgagor and assigns, to hold the foreclosure sale of such Property upon the expiration of five weeks from the date when a foreclosure judgment is entered.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount

payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to, without obligation, execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisal and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof

by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisalment (appraisalment being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

8.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with

Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

8.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

8.4 **Other Rights.** In addition to the rights as described in Sections 8.1, 8.2 and 8.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

8.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

8.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

8.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

8.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

- (a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;
- (b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;
- (c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and
- (d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

8.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

8.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE IX Miscellaneous

9.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate

risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to Sections 4.1(i), 8.6 or 9.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

9.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuance of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 9.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 8.6 above.

9.3 **Termination.** If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments provided to it acknowledging satisfaction of this Mortgage.

9.4 **Renewals, Amendments and Other Security.** To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action

will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

9.5 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

9.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

9.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Required Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

9.8 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

9.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

9.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com
with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insightequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: PNC Bank, National Association
c/o PNC Business Credit
2100 Ross Avenue, Suite 1850
Dallas, Texas 75201
Attention: Ron Eckhoff
Telephone: (214) 871-1261
Facsimile: (214) 871-2015

with a copy to:

PNC Agency Services
PNC Firstside Center
500 First Avenue, 4th Floor
Pittsburgh, Pennsylvania 15219
Attention: Lisa Pierce
Telephone: (412) 762-6442
Facsimile: (412) 762-8672

9.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

9.13 **Successors and Assigns.**

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

9.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

9.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

9.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal

of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

9.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

9.18 **Intercreditor Agreement.** Notwithstanding anything herein to the contrary, (i) the Liens granted to the Mortgagee, as representative for the Lenders, pursuant to this Mortgage are expressly subject and subordinate to the Liens granted in favor of the First Lien Agent as and to the extent set forth in the ABL/Term Intercreditor Agreement and (ii) the exercise of any right or remedy by the Mortgagor hereunder is subject to the limitations and provisions of the ABL/Term Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, with respect to any Collateral, until the occurrence of the Discharge of Senior Lien Obligations, any obligation of any Credit Party under the Credit Agreement or under any other Security Document with respect to the delivery or control of any Collateral, the notation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be subject and subordinate to the rights of the First Lien Agent pursuant to the Senior Lien Collateral Documents (as such term is defined in the ABL/Term Intercreditor Agreement). To the extent that compliance by any Credit Party with any actions specified in the immediately preceding sentence would (x) conflict with the exercise of or direction by the First Lien Agent of comparable rights, (y) require delivery of Collateral which can only be delivered to one Person or (z) be, under Applicable Law, prohibited or unable to be completed, then the applicable Credit Party shall not have to take any such actions so long as the applicable Credit Party is, with respect to clause (x), complying with the exercise of, or direction

by, the First Lien Agent, with respect to clause (y), has delivered such collateral to the First Lien Agent or any of its agents, and, with respect to clause (z), only so long as Applicable Law would prevent such compliance. In the event of any conflict between the terms of (i) the Intercreditor Agreements and this Mortgage, the terms of the Intercreditor Agreements shall govern and control or (ii) the ABL/Term Intercreditor Agreement and the Junior Lien Intercreditor Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

9.19 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, enrolling and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

9.20 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

9.21 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

9.21 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all or any part of the Collateral.

9.22 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed and effective as of the Effective Date.

CIT MORTGAGEE:

THE CIT GROUP/EQUIPMENT FINANCING,
INC., a Delaware corporation

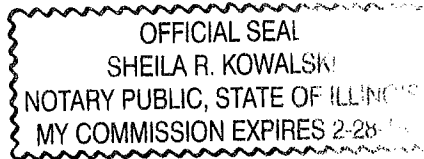
By: 

Name: Barry J. Nohalty

Title: Senior Vice President

(SSS Subordination, Barron County, WI (Clinton Plant))

THE STATE OF Illinois §
COUNTY OF Cook §



This instrument was acknowledged before me on this 10th day of Apr, 2017,
by Barry Nohality, as SVP of The CIT
Group/Equipment Financing, Inc., a Delaware corporation on behalf of said corporation.

Sheila R. Kowalski
Notary Public in and for the
State of IL

SCHEDULE I

- Lease and Royalty Agreement dated as of March 10, 2011, among Chris C. Culver, Linda M. Culver, Dennis C. Culver, Patsy L. Culver, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded February 24, 2012 as Document No. 804804, as evidenced by that certain First Amendment to Memorandum of Lease recorded August 8, 2013 as Document No. 825327, as evidenced by that certain Memorandum of Surface Lease Agreement recorded February 24, 2012, as Document No. 804805, as such agreement may be supplemented, amended, restated or otherwise modified from time to time.
- Lease and Royalty Agreement dated as of July 11, 2012, among Eric F. Larson, Lacey Larson, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded September 25, 2012 at Volume 2295, Page 418, as Document No. 793104, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Eric Larson Mineral Lease").
- Lease and Royalty Agreement dated as of July 11, 2012, among Kenneth F. Larson, Lorna Larson, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded September 25, 2012 at Volume 2295, Page 391, as Document No. 793099, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Kenneth Larson Mineral Lease").
- Lease and Royalty Agreement dated as of July 11, 2012, among David Fall, Pamela Fall, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded September 25, 2012 at Volume 2295, Page 434, as Document No. 793107, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "David Fall Mineral Lease").
- Lease and Royalty Agreement dated as of July 11, 2012, among Dale Scribner, Debra Scribner, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded September 25, 2012 at Volume 2295, Page 401, as Document No. 793101, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Dale Scribner Mineral Lease").
- Lease and Royalty Agreement dated as of July 11, 2012, among Phillip A. Larson, Albertina H. Larson, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded September 25, 2012 at Volume 2295, Page 428, as Document No. 793106, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Phillip Larson Mineral Lease").
- Surface Lease Agreement dated as of July 11, 2012, among Kenneth F. Larson, Lorna Larson, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded September 25, 2012 at Volume 2295, Page 396, as Document No. 793100, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Kenneth Larson Surface Lease").

- Lease and Royalty Agreement, dated as of January 23, 2013, by and among Cory Picknell and Janelle Picknell and Mortgagor, as evidenced by that certain Memorandum of Lease recorded July 1, 2014 as Document No. 810151, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Picknell Mineral Lease”).
- Lease and Royalty Agreement, dated as of January 23, 2013, by and among David M. and Marilyn J. Lundequum and Mortgagor, as evidenced by that certain Memorandum of Lease recorded July 1, 2014 as Document No. 810149, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Ludequum Lease and Royalty Agreement”).
- Surface Lease Agreement, dated as of October 15, 2013, by and among David M. and Marilyn J. Lundequum and Mortgagor, as evidenced by that certain Memorandum of Lease recorded July 1, 2014 as Document No. 810150, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Ludequum Mineral and Surface Lease”).

EXHIBIT A

Phillip Larson Mineral Lease

Tax Parcel #: 004-3000-17-000 & 004-3000-18-000

The NW¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

AND

The SW¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin EXCEPT lands conveyed for highway purposes in Volume 132 of Records, Page 266 as Document #319461 AND in Document 811463.

David Fall Mineral Lease

Tax Parcel #: 004-3000-19-000

All that part of the SE¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin lying West of the centerline of the town road running in a Northerly and Southerly direction through said SE¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, EXCEPT lands conveyed for highway purposes in Volume 132 of Records, Page 266 as Document #319461 AND in Document # 811864.

Kenneth Larson Surface Lease

Tax Parcel #: 004-3000-15-000

The SE¼ of the SW¼ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin EXCEPT lands conveyed for highway purposes in Volume 132 of Deeds, Page 267, as Document #319462.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the South¼ corner of said Section 30; thence N 00° 12' 43" W along the East line of said SW¼, 50.00 feet to the North right-of-way of C.T.H. P and the point of beginning; thence N 89° 25' 26" W along said North right-of-way, 135.01 feet; thence S 00° 12' 43" E along said North right-of-way, 10.00 feet; thence N 89° 25' 26" W along said North right-of-way, 1,182.21 feet to the West line of said SE¼ of the SW¼; thence N 00° 05' 24" W along said West

line, 1,270.55 feet to the Northwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 89° 36' 43" E along the North line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,314.47 feet to the Northeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 00° 12' 43" E along the East line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1264.91 feet to the point of beginning.

Kenneth Larson Mineral Lease

Tax Parcel #: 004-3000-13-000

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin EXCEPT the North 1 rod thereof.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the West $\frac{1}{4}$ corner of said Section 30; thence S 00° 03' 32" W along the West line of the fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ 16.50 feet to the South line of the North 1 rod of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the point of beginning; thence S 89° 48' 04" E along said South line, 1,284.14 feet to the East line of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 00° 05' 24" E along said East line, 1,294.05 feet to the Southeast corner of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 89° 36' 43" W along the South line of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,287.52 feet to the Southwest corner of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 00° 03' 32" E along the West line of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,289.79 feet to the point of beginning.

Eric Larson Mineral Lease

Tax Parcel #: 004-3000-11-000

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the South $\frac{1}{4}$ corner of said Section 30; thence N 00° 12' 43" W along the East line of said

SW $\frac{1}{4}$, 1,314.91 feet to the Southeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the point of beginning;
thence N 89° 36' 43" W along the South line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,314.47 feet to the Southwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 00° 05' 24" W along the West line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,310.55 feet to the Northwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 89° 48' 04" E along the North line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,311.64 feet to the Northeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 00° 12' 43" E along the East line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,314.91 feet to the point of beginning.

Dale Scribner Mineral Lease

Tax Parcel #004-3100-07-000; 004-3100-08-000; 004-3100-04-010; 004-3100-05-000

The North one-half of the NW $\frac{1}{4}$ of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin, EXCEPT the North 40 feet thereof AND EXCEPT lands conveyed for highway purposes in Volume 132 of Deeds, Page 268 as Document #319463; AND in Document #811462; AND in Correction Instrument as Document #817726.

AND

The West one-half of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin; EXCEPT lands conveyed for highway purposes in Volume 132 of Deeds, Page 265 as Document #319460; AND in Document #811462; AND in Correction Instrument as Document #817726.

AND

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

**New Auburn Plant
Barron County Property**

Tax Parcel # 151-8000-04-000

Outlot 2 of Certified Survey Map #5821 recorded in Volume 39 of Certified Survey Maps, Page 81, as Document # 777263, Town of Dovre, Barron County, Wisconsin.

AND

Lot 1 of Certified Survey Map #5612 recorded in Volume 38 of Certified Survey Maps, Page 60, as Document # 750480, Town of Dovre, Barron County, Wisconsin.

AND

Outlot 1 of Certified Survey Map #5612 recorded in Volume 38 of Certified Survey Maps, Page 60, as Document #750480, Town of Dovre, Barron County, Wisconsin.

AND

Outlot 4 of Certified Survey Map #5880 recorded in Volume 39 of Certified Survey Maps, Page 140, as Document # 785496, Town of Dovre, Barron County, Wisconsin.

Tax Parcel # 151-8000-05-000

The Westerly 50 feet of the 250 wide railroad right of way, located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin.

Tax Parcel # 151-8000-06-000

That part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin; lying West of the railroad right-of-way and described as follows: Commencing at the intersection of the South forty line and the West line of the railroad right-of-way; thence West along the South forty line 259 feet; thence North 469 feet; thence East 127 feet to the railroad right-of-way; thence Southerly along said railroad right-of way to the point of beginning.

**Clinton Plant
Barron County, WI**

Tax Parcel#: 014-2600-03-000

That part of the SE $\frac{1}{4}$ of Section 23, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin, lying South of Vermillion River.

AND

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin.

AND

That part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying North of the North right-of-way line the of Soo Line Railroad; Section 26, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M.

RADO, S-1900, OF COOPER ENGINEERING, DATED JUNE 19, 2012, PROJECT NO. 12373011, AS FOLLOWS:

Beginning at the South $\frac{1}{4}$ Corner of said Section 23; thence North 00° 48' 44" East, along the West line of the SE $\frac{1}{4}$ of said Section 23, 300.00 feet to a meander corner located South 00° 48' 44" West, 138 feet more or less from the thread of the Vermillion River; thence North 53° 58' 02" East along a meander line, 551.26 feet; thence North 31° 12' 47" East, along said meander line, 600.76 feet; thence North 61° 04' 47" East, along said meander line, 229.63 feet; thence South 09° 38' 04" East, along said meander line, 1,293.22 feet to the South line of the SE $\frac{1}{4}$ of said Section 23 and a meander corner located North 88° 44' 30" West, 440 feet more or less from the thread of the Vermillion River; thence South 88° 44' 30" East, along the South line of the SE $\frac{1}{4}$ of said Section 23, 136.00 feet to the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence South 00° 18' 02" East, along the East line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, 1,821.74 feet to the North right-of-way of the former Soo Line Railroad (now Canadian National Railway); thence North 79° 13' 31" West, along said right-of-way, 356.57 feet to the start of a curve concave to the North, having a radius of 2,817.43 feet, a central angle of 09° 54' 47", a long chord bearing of North 74° 16' 07" West, and a long chord length of 486.86 feet; thence Westerly along said curve and said right-of-way, an arc distance of 487.46 feet; thence North 69° 18' 44" West, along said right-of-way, 539.70 feet to the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence North 00° 01' 13" West along the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, 1,461.27 feet to the point of beginning, Town of Clinton, Barron County, Wisconsin.

Including all that land lying between the West line of the SE $\frac{1}{4}$ of said Section 23, the South line of the SE $\frac{1}{4}$ of said Section 23, the meander line, and the thread of the Vermillion River.

**Ludequam Lease and Royalty Agreement &
Ludequam Mineral and Surface Lease**

Tax Parcel #004-3200-07-000,004-3200-08-00,004-3200-09-000

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; Section 32, Township 33 North, Range 13 West, in the Town of Arland, Barron County, Wisconsin.

AND

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Section 32, Township 33 North, Range 13 West, in the Town of Arland, Barron County, Wisconsin; EXCEPT lands for highway right-of-way in Volume 132 of Deeds, Page 245 as Document #319137; AND EXCEPT lands for right-of-way in Document #811461; AND EXCEPT Lot 1 of Certified Survey Map #4547 in Volume 31 of Certified Survey Maps, Page 151 as Document # 651728.

AND

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Section 32, Township 33 North, Range 13 West, in the Town of Arland, Barron County, Wisconsin; EXCEPT lands for highway right-of-way in Volume 132 of Deeds, Page 245 as Document #319137; AND EXCEPT lands for right-of-way in Document #811461; AND EXCEPT Lot 1 of Certified Survey Map #4547 in Volume 31 of Certified Survey Maps, Page 151 as Document # 651728.

Picknell Mineral Lease

Tax Parcel # 004-3200-05-000 & 004-3200-10-000

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

AND

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

835720

04/17/2017 8:15:25 AM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 27

SUBMITTER: SIMPLIFILE

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Number

Document Name

Second Lien Mortgage, Security
Agreement, Financing Statement,
Fixture Filings and Assignment of
Rents and Leases

Recording Area

Name and Return Address:

Hogan Lovells US LLP
1999 Avenue of the Stars
Suite 1400
Los Angeles, CA 90067

004-2000-16-000, 004-2000-17-000, 004-
1900-20-000

Parcel Identification Number (PIN)

This property is not a homestead property.

This instrument was drafted by: Albert Stemp, Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400,
Los Angeles, CA 90067

Barron County, WI – Midwest Frac

THIS SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as the same may be amended, amended and restated, modified or supplemented from time to time, the "Mortgage") dated effective as of April 12, 2017 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, having an address at 180 State Street, Suite 225, Southlake, Texas 76092 ("Mortgagor"), in favor of U.S. BANK NATIONAL ASSOCIATION, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, as disbursing agent and collateral agent (in such capacity, the "Mortgagee"), for the lenders which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among Emerge Energy Services LP, a Delaware limited partnership (the "Parent Guarantor"), Emerge Energy Services Operating LLC, a Delaware limited liability company ("Emerge"), Mortgagor (Mortgagor, together with Emerge, and each Person joined to the First Lien Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "First Lien Lenders" and each individually a "First Lien Lender"), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent (the "First Lien Agent"), the First Lien Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the First Lien Credit Agreement ("First Lien Loan").

B. In connection with the First Lien Loans, Mortgagor granted to the First Lien Agent, on behalf of the First Lien Lenders, a first priority mortgage lien upon the Collateral (as defined below) pursuant to that certain First Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of September 22, 2014, and recorded on September 23, 2014, as Document Number 812312, Register of Deeds, Barron County, Wisconsin (the "First Lien Mortgage").

C. Pursuant to that certain Second Lien Security Agreement dated March 1, 2016 (the "CIT Security Agreement"), by and among Parent Guarantor, Emerge, Mortgagor, CIT Bank, N.A., a federally chartered national association ("CIT") and Mortgagee, as agent, Mortgagor agreed to secure its performance of the CIT Lease Obligations (as defined in the CIT Security Agreement) by granting a security interest in the Collateral.

D. In connection with the CIT Lease Obligations, Mortgagor granted to CIT a second priority mortgage lien upon the Collateral pursuant to that certain Second Lien Mortgage, Security

Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of March 1, 2016 (the "CIT Mortgage").

E. Pursuant to that certain Second Lien Credit and Security Agreement dated as of April 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the defined terms of which are used herein unless otherwise defined herein, by and among Parent Guarantor, Emerge, Mortgagor (Mortgagor, together with Emerge and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the lenders which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), and U.S. Bank National Association, in its capacity as disbursing agent and collateral agent (the "Second Lien Agent"), the Lenders have agreed to make available to the Borrowers a term loan facility in accordance with the Credit Agreement.

F. Mortgagor acquired certain fee interests in Barron County, Wisconsin as more particularly described herein and on Exhibit A attached hereto.

G. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

H. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

I. This Mortgage, and all rights and authority conveyed to Mortgagee hereby, shall be subordinate to the First Lien Mortgage for as long as the First Lien Mortgage is outstanding pursuant to that certain First Lien/Second Lien Intercreditor Agreement, dated as of April 12, 2017, among the First Lien Agent and the Second Lien Agent and acknowledged by the Borrowers and the Parent Guarantor (the "ABL/Term Intercreditor Agreement").

J. Pursuant to that certain Subordination of Mortgage, dated as of the date hereof (the "Subordination Agreement"), by and between CIT and Mortgagee, CIT agrees to subordinate the CIT Mortgage, and all rights and authority conveyed to CIT thereby, to this Mortgage for as long as this Mortgage is outstanding.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 7.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 “Mortgage” shall have the meaning set forth in the preamble.

1.9 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, to the land described on Exhibit A attached hereto and made a part hereof for all purposes, now owned or hereafter acquired in and to or relating to the land described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor’s interest therein be incorrectly described in, or a description of part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.12 “Rents” has the meaning set forth in Section 5.1 hereof.

1.13 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.14 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, if any, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.15 “UCC” shall have the meaning set forth in Section 2.4 hereof.

1.16 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term “including” means “including without limitation”.

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor’s estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents, leases, profits from and to the Collateral; (c) all awards and

payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, and other interests, if any, set forth in Exhibit A.

2.2 **Future Advances.** It is contemplated and acknowledged that the Obligations may include future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor shall file, and authorizes Mortgagee to file, one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III Assignment of Rents and Leases

3.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or

enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the “Rents”), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this Section 3.1 is an absolute assignment and not merely a security interest; however, Mortgagee’s rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

3.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this Section 3.2 is an absolute assignment and not merely a security interest; however, Mortgagee’s rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

3.3 **Mortgagee in Possession.** Mortgagee’s acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a “mortgagee in possession,” nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee’s rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

3.4 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

3.5 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

3.6 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

3.7 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the

Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE IV **Mortgagor's Warranties and Covenants**

4.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

4.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

4.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel. Mortgagor warrants that the Realty Collateral is not homestead property. This Instrument is not a Purchase Money Mortgage as defined in Wisconsin Statutes Section 708.09 or a Construction Mortgage as defined in Wisconsin Statutes Section 706.11(1m)(a)(2).

(b) **Regulatory Filings.** All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

4.4 **Further Assurances.**

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material

defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a second priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances (as defined in the Credit Agreement).

4.5 **Recording.** Mortgagor shall, and Mortgagee (or any designee of Mortgagee) may, without obligation, (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a second priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral. Within 30 days after full performance Mortgagee shall submit for recording a satisfaction of the Mortgage in accordance with Wisconsin Statute Section 708.15(5)(a).

4.6 **Insurance.** Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE V

Default

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "Event of Default" under this Mortgage.

5.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and

payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VI

Mortgagee's Rights

6.1 Rights to Realty Collateral Upon Default.

(a) Operation of Property by Mortgagee. Upon the Occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

- (i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;
- (ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and
- (iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, to the extent permitted by Applicable Law, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating,

handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure of Collateral. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default. Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.102, as amended or renumbered from time to time, permitting Lender, if the court makes an affirmative finding upon proper evidence being submitted that the Property has been abandoned by Mortgagor and assigns, to hold the foreclosure sale of such Property upon the expiration of five weeks from the date when a foreclosure judgment is entered.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to, without obligation, execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall

thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisal and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors

and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

6.2 **Rights to Personalty Collateral Upon Default.** To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 **Other Rights.** In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or

any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

6.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

6.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

6.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

6.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

- (a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;
- (b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;
- (c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and
- (d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

6.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof,

such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

6.10 **Performance by Mortgagee on Mortgagor's Behalf**. Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE VII Miscellaneous

7.1 **Advances by Mortgagee**. Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to Sections 6.6 or 7.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.2 **Defense of Claims**. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuance of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 7.2 or in connection with the

defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 6.6 above.

7.3 **Termination.** If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments provided to it acknowledging satisfaction of this Mortgage.

7.4 **Renewals, Amendments and Other Security.** To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

7.5 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

7.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Required Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.8 **Terms.** The term “Mortgagor” as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms “Mortgagee” and “Mortgagor” as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

7.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

7.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

7.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com

with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insightequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: U.S. Bank National Association
214 N. Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: CDO Trust Services/James Hanley
Telephone: () -
Facsimile: (704) 335-4670
Email: agency.services@usbank.com

with a copy to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Attention: Al Stemp, Esq.
Telephone: (310) 785-4775
Facsimile: (310) 785-4601
Email: albert.stemp@hoganlovells.com

7.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.13 **Successors and Assigns.**

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

7.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

7.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof “interest” shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

7.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.18 **Intercreditor Agreement.** Notwithstanding anything herein to the contrary, (i) the Liens granted to the Mortgagee, as representative for the Lenders, pursuant to this Mortgage are expressly subject and subordinate to the Liens granted in favor of the First Lien Agent as and to the extent set forth in the ABL/Term Intercreditor Agreement and (ii) the exercise of any right or remedy

by the Mortgagor hereunder is subject to the limitations and provisions of the ABL/Term Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, with respect to any Collateral, until the occurrence of the Discharge of Senior Lien Obligations, any obligation of any Credit Party under the Credit Agreement or under any other Security Document with respect to the delivery or control of any Collateral, the notation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be subject and subordinate to the rights of the First Lien Agent pursuant to the Senior Lien Collateral Documents (as such term is defined in the ABL/Term Intercreditor Agreement). To the extent that compliance by any Credit Party with any actions specified in the immediately preceding sentence would (x) conflict with the exercise of or direction by the First Lien Agent of comparable rights, (y) require delivery of Collateral which can only be delivered to one Person or (z) be, under Applicable Law, prohibited or unable to be completed, then the applicable Credit Party shall not have to take any such actions so long as the applicable Credit Party is, with respect to clause (x), complying with the exercise of, or direction by, the First Lien Agent, with respect to clause (y), has delivered such collateral to the First Lien Agent or any of its agents, and, with respect to clause (z), only so long as Applicable Law would prevent such compliance. In the event of any conflict between the terms of (i) the Intercreditor Agreements and this Mortgage, the terms of the Intercreditor Agreements shall govern and control or (ii) the ABL/Term Intercreditor Agreement and the Junior Lien Intercreditor Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

7.19 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, ensealing and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

7.20 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

7.21 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to

avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

7.22 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

7.23 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

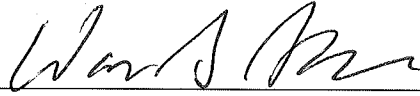
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed in multiple originals and effective as of the Effective Date.

MORTGAGOR:

SUPERIOR SILICA SANDS LLC, a Texas limited liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Warren B. Bonham
Title: Vice President

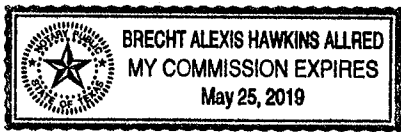
Organizational Number of Mortgagor is: 800987986

THE STATE OF TEXAS §

§

COUNTY OF Tarrant §

This instrument was acknowledged before me on this 6 day of April, 2017, by Warren B. Bonham, as Vice President of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.



Brecht Allred
Notary Public in and for
the State of Texas

EXHIBIT A

PARCEL A:

Tax Parcel #: 004-2000-16-000

The NW ¼ of the SW ¼ of Section 20, Township 33, Range 13 West, Town of Arland, Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Being at the W ¼ corner of Section 20; thence S 89° 26'09" E, along the North line of the NW ¼ of the SW ¼, 1,330.76 feet to the NE corner of the NW ¼ of the SW ¼; thence S 00°16'54" W, along the East line of the NW ¼ of the SW ¼, 1,321.37 feet to the SE corner of the NW ¼ of the SW ¼; thence N 89°32'55" W, along the South line of the NW ¼ of the SW ¼, 1,326.05 feet to the SW corner of the NW ¼ of the SW ¼; thence N 00° 04'41" E, along the West line of the NW ¼ of the SW ¼, 1,324.01 feet to the Point of Beginning.

PARCEL B:

Tax Parcel #: 004-2000-17-000

Property Address: 819 & 821 7th Street, Clayton, Wisconsin 54004

The SW ¼ of the SW ¼ of Section 20, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Beginning at the SW corner of Section 20; thence 00°04'41"E, along the West line of the SW ¼ of the SW ¼, 1,324.00 feet to the NW corner of the SW ¼ of the SW ¼, thence S 89°32'55"E, along the North line of the SW ¼ of the SW ¼, 1,326.05 feet to the NE corner of the SW ¼ of the SW ¼; thence S 00°16'54"W, along the East line of the SW ¼ of the SW ¼, 1,321.36 feet to the SE corner of the SW ¼ of the SW ¼; thence N 89°39'44" W, along the South line of the SW ¼ of the SW ¼, 1,321.34 feet to the Point of Beginning.

PARCEL C:

Tax Parcel #: 004-1900-20-000

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin; EXCEPT the South 250 feet of the North 654 feet of the East 350 feet thereof.

AND

The East 198 feet of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin.

AND

The East 198 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Beginning at the E $\frac{1}{4}$ corner of Section 19; thence South $00^{\circ}04'41''$ West, along the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 404.01 feet to the NE corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $89^{\circ}43'32''$ West, 350.01 feet to the NW corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $00^{\circ}04'41''$ West, 250.00 feet to the SW corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North $89^{\circ}43'32''$ East, 350.01 feet to the SE corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $00^{\circ}04'41''$ West, along the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 670.00 feet to the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $89^{\circ}59'45''$ West, along the South line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1312.11 feet to the SW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $00^{\circ}07'00''$ West, along the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1317.82 feet to the SE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North $89^{\circ}44'03''$ West, along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 198.00 feet; thence North $00^{\circ}07'00''$ East, along a line located 198 feet West of (measured at right angles to) the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 2633.77 feet to the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North $89^{\circ}43'32''$ East, along the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the North line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1509.26 feet to the point of beginning.

866244**RECORDED ON****04/17/2017****9:59 AM****MARGE L. GEISSLER****REGISTER OF DEEDS****REC FEE: 30.00****FEE EXEMPT:****CHIPPEWA COUNTY, WI****PAGES: 41**

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Name

Second Lien Mortgage, Security
Agreement, Financing Statement,
Fixture Filings and Assignment
of Rents and Leases

Document Number

Recording Area

Name and Return Address:

Hogan Lovells US LLP
1999 Avenue of the Stars
Suite 1400
Los Angeles, CA 90067

23110-0211-6227OL03A, 23110-2834-00000000, a part
of 23110-2843-09500000, a part of 23110-2843-
09500000, 23110-3321-00000000, 23110-3312-
00000000, 23110-3322-00210000, 23110-3323-
00000000, 23110-3324-00000000, 23110-3331-
03750000, 23110-3332-01250000, 23110-3331-
00020000, 23110-3343-00000000, 23110-3344-
00020000, 23110-3332-00020000, 23110-3342-
00000000, 23110-3341-00000000, 23110-2831-
00020000, 23110-2841-00020000, 23110-2842-
00020000, 23110-2843-00020000, 23110-2844-
00020000, part of (23110-2843-00020000, part of 23110-
2844-00020000, part of 23110-3311-00020000, 23110-
3313-00000000, 23110-3314-00000000, part of 23110-
3311-00020000

Parcel Identification Number (PIN)

This property is not a homestead property.

This instrument was drafted by: Albert Stemp, Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067

Chippewa County, Wisconsin

THIS SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as the same may be amended, amended and restated, modified or supplemented from time to time, the “Mortgage”) dated effective as of April 12, 2017 (“Effective Date”) is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, having an address at 180 State Street, Suite 225, Southlake, Texas 76092 (“Mortgagor”), in favor of U.S. BANK NATIONAL ASSOCIATION, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, as disbursing agent and collateral agent (in such capacity, the “Mortgagee”), for the lenders which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the “Lenders” and each individually a “Lender”).

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Emerge Energy Services LP, a Delaware limited partnership (the “Parent Guarantor”), Emerge Energy Services Operating LLC, a Delaware limited liability company (“Emerge”), Mortgagor (Mortgagor, together with Emerge, and each Person joined to the First Lien Credit Agreement, as a borrower from time to time, collectively, the “Borrowers”, and each individually a “Borrower”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “First Lien Lenders” and each individually a “First Lien Lender”), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent (the “First Lien Agent”), the First Lien Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the First Lien Credit Agreement (“First Lien Loan”).

B. In connection with the First Lien Loans, Mortgagor granted to the First Lien Agent, on behalf of the First Lien Lenders, a first priority mortgage lien upon the Collateral (as defined below) pursuant to that certain Amended and Restated First Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of June 27, 2014, and recorded on June 30, 2014, as Document Number 834369, Register of Deeds, Chippewa County, Wisconsin (the “First Lien Mortgage”).

C. Pursuant to that certain Second Lien Security Agreement dated March 1, 2016 (the “CIT Security Agreement”), by and among Parent Guarantor, Emerge, Mortgagor, CIT Bank, N.A., a federally chartered national association (“CIT”) and Mortgagee, as agent, Mortgagor agreed to secure its performance of the CIT Lease Obligations (as defined in the CIT Security Agreement) by granting a security interest in the Collateral.

D. In connection with the CIT Lease Obligations, Mortgagor granted to CIT a second priority mortgage lien upon the Collateral pursuant to that certain Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases,

dated as of March 1, 2016 (the "CIT Mortgage").

E. Pursuant to that certain Second Lien Credit and Security Agreement dated as of April 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the defined terms of which are used herein unless otherwise defined herein, by and among Parent Guarantor, Emerge, Mortgagor (Mortgagor, together with Emerge and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the lenders which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), and U.S. Bank National Association, in its capacity as disbursing agent and collateral agent (the "Second Lien Agent"), the Lenders have agreed to make available to the Borrowers a term loan facility in accordance with the Credit Agreement.

F. Mortgagor acquired certain fee and leasehold interests in Chippewa County, Wisconsin as more particularly described herein and on Schedule I and Exhibit A attached hereto.

G. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

H. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

I. This Mortgage, and all rights and authority conveyed to Mortgagee hereby, shall be subordinate to the First Lien Mortgage for as long as the First Lien Mortgage is outstanding pursuant to that certain First Lien/Second Lien Intercreditor Agreement, dated as of the April 12, 2017, among the First Lien Agent and the Second Lien Agent and acknowledged by the Borrowers and the Parent Guarantor (the "ABL/Term Intercreditor Agreement").

J. Pursuant to that certain Subordination of Mortgage, dated as of the date hereof (the "Subordination Agreement"), by and between CIT and Mortgagee, CIT agrees to subordinate the CIT Mortgage, and all rights and authority conveyed to CIT thereby, to this Mortgage for as long as this Mortgage is outstanding.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 7.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases including the Production Leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the

lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 “Mortgage” shall have the meaning set forth in the preamble.

1.9 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 “Production Leases” means those certain leases described on Schedule I attached hereto and incorporated herein for all purposes, including any and all modifications, extensions, amendments and renewals thereof.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, to the land and Leases described on Exhibit A attached hereto and made a part hereof for all purposes, including any portion of the leasehold estate created under the Production Leases now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor’s interest therein be incorrectly described in, or a description of a part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 “Rents” has the meaning set forth in Section 5.1 hereof.

1.14 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 “UCC” shall have the meaning set forth in Section 2.4 hereof.

1.17 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of

and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term “including” means “including without limitation”.

ARTICLE II

Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor’s estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents leases, profits from and to the Collateral; (c) all awards and payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for any additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee’s request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor’s intention that this instrument cover Mortgagor’s entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Future Advances.** It is contemplated and acknowledged that the Obligations may include future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated.

Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor shall file, and authorizes Mortgagee to file, one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the “UCC”). Mortgagor grants to Mortgagee a security interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III **Production Leases**

3.1 **Production Lease.** Mortgagor represents, warrants covenants, and agrees as follows:

(a) Mortgagor has delivered to Mortgagee a true, correct and complete copy of each Production Lease, including all amendments and modifications, written or oral existing as of the date hereof.

(b) Each Production Lease is valid and enforceable and in full force and effect, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally and by general principles of equity whether applied by a court of law or equity, and has not been modified or amended in any manner whatsoever, except as disclosed to Mortgagee in writing. Neither the Mortgagor nor the lessor under any Production Lease has commenced any action or given or received any notice for the purpose of terminating such Production Lease and the interest of the lessee under each Production Lease is vested solely in the Mortgagor.

(c) Mortgagor has not executed or entered into any modifications or amendments of any Production Lease, either orally or in writing, other than written amendments that have been disclosed to Mortgagee in writing.

(d) Mortgagor is not in default under any Production Lease and, to Mortgagor’s knowledge, the lessor of such Production Lease is not in default thereunder. To Mortgagor’s knowledge, no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a default or would entitle Mortgagor or any other party under any Production Lease to cancel the same or otherwise avoid its obligations.

(e) Except for this Mortgage or other assignments in favor of Mortgagee, Mortgagor

has not executed any assignment or pledge of any Production Lease or Mortgagor's right, title and interest in the same.

(f) This Mortgage conforms and complies with each Production Lease, does not constitute a violation or default under any Production Lease, and is and shall at all times constitute a valid Lien (subject only to Permitted Encumbrances) on Mortgagor's interests in the Production Leases.

(g) Mortgagor shall pay, when due and payable, the rentals, additional rentals, and other charges required by, and payable under, any Production Lease in accordance with such Production Lease.

(h) Mortgagor shall perform and observe all material terms, covenants, and conditions that Mortgagor must perform and observe as lessee under each Production Lease, and do everything necessary to preserve and to keep unimpaired (other than Permitted Encumbrances) Mortgagor's rights under each Production Lease. Mortgagor shall provide all insurance required by each Production Lease. Mortgagor shall use all commercially reasonable efforts to enforce the lessor's obligations under each Production Lease so that Mortgagor may enjoy all its rights as lessee under such Production Lease. Mortgagor shall furnish to Mortgagee all information that Mortgagee may reasonably request from time to time concerning Mortgagor's compliance with the Production Leases.

(i) Mortgagor shall promptly deliver to Mortgagee a copy of any notice of default or termination that it receives from any lessor under any Production Lease.

(j) Mortgagor shall not, without Mortgagee's consent, consent or refuse to consent to any action that the lessor or any third party takes or desires to take pursuant to the terms and provisions of a Production Lease if such action has a material adverse effect on such Production Lease or Mortgagor's rights thereunder.

(k) Mortgagor's obligations under this Mortgage are independent of and in addition to Mortgagor's obligations under the Production Leases. Nothing in this Mortgage shall be construed to require Mortgagor or Mortgagee to take or omit to take any action that would cause a default under the Production Leases.

(1) The Mortgagor shall forever warrant and defend (i) its estate, right, title and interest in and to the Collateral, (ii) the validity, enforceability and, subject to the Permitted Encumbrances, priority of the Lien of this Mortgage on the Collateral, and (iii) the right, title and interest of the Mortgagee and any purchaser at any sale of the Collateral hereunder and relating hereto, in each case, against all other Liens, subject only to the Permitted Encumbrances.

3.2 **Acquisition of Interest in Production Leased Parcel.** If Mortgagor acquires the fee or any other interest in any Realty Collateral originally subject to a Production Lease, then,

such acquired interest shall (to the extent not prohibited by Applicable Law) immediately become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as if Mortgagor now owned it and as if this Mortgage specifically described it, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument. In the event of any such acquisition, the fee and leasehold interests in such Realty Collateral, unless Mortgagee elects otherwise in writing, remain separate and distinct and shall not merge, notwithstanding any principle of law to the contrary.

3.3 **New Production Lease.** If any Production Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision of such Production Lease, Mortgagee or its designee shall acquire from lessor a new lease of the relevant leased premises, then Mortgagor shall have no right, title or interest in or to such new lease or the estate created thereby.

3.4 **No Merger of Leasehold.** Notwithstanding (i) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate or of the subject property or in the leasehold created by a Production Lease, (ii) the operation of law or (iii) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate or into the leasehold created by such Lease and the lessee under such Lease shall remain obligated to perform such Lease in accordance with its terms.

ARTICLE IV [RESERVED]

ARTICLE V Assignment of Rents and Leases

5.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the "Rents"), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this Section 5.1 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

5.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this Section 5.2 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

5.3 **Mortgagee in Possession.** Mortgagee's acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

5.4 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

5.5 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

5.6 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

5.7 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE VI

Mortgagor's Warranties and Covenants

6.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

6.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

6.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, including its leasehold estate created under the Production Leases, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). To the extent not prohibited by Applicable Law, Mortgagor has the right and authority to convey, and grant a security interest in, the leasehold estate created under the Production Lease and does hereby convey, and grant a security interest in, the leasehold estate created under the Production Lease. The leasehold estate created under the Production Lease is a second Lien subject to no Liens other than the First Mortgage and the Permitted Encumbrances. If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel. Mortgagor warrants that the Realty Collateral is not homestead property. This Instrument is not a Purchase Money Mortgage as defined in Wisconsin Statutes Section 708.09 or a Construction Mortgage as defined in Wisconsin Statutes Section 706.11(1m)(a)(2).

(b) **Regulatory Filings.** All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

6.4 **Further Assurances.**

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted

Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a second priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances (as defined in the Credit Agreement).

6.5 **Recording.** Mortgagor shall, and Mortgagee (or any designee of Mortgagee) may, without obligation, (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a second priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral. Within 30 days after full performance Mortgagee shall submit for recording a satisfaction of the Mortgage in accordance with Wisconsin Statute Section 708.15(5)(a).

6.6 **Insurance.** Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE VII

Default

7.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an "**Event of Default**" under this Mortgage.

7.2 **Remedies.** Upon the occurrence and during the continuance of any Event of

Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VIII

Mortgagee's Rights

8.1 **Rights to Realty Collateral Upon Default.**

(a) Operation of Property by Mortgagee. Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

(i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

(ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and

(iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, to the extent permitted by Applicable Law, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure of Collateral. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default. Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.102, as amended or renumbered from time to time, permitting Lender, if the court makes an affirmative finding upon proper evidence being submitted that the Property has been abandoned by Mortgagor and assigns, to hold the foreclosure sale of such Property upon the expiration of five weeks from the date when a foreclosure judgment is entered.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to, without obligation, execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on

Mortgagee. Upon any sale, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) **Effect of Sale.** Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) **Application of Proceeds.** The proceeds of any sale of the Realty Collateral or any part thereof shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may be otherwise required by Applicable Law.

(g) **Mortgagor's Waiver of Appraisalment and Marshalling.** Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) **Other Waivers.**

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) **Applicable Law.** If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

8.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be

entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

8.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

8.4 **Other Rights.** In addition to the rights as described in Sections 8.1, 8.2 and 8.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

8.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

8.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

8.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

8.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, so long as an Event of Default has occurred and is continuing, Mortgagee may:

(a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

8.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

8.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE IX

Miscellaneous

9.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the

Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to Sections 4.1(i), 8.6 or 9.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

9.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuance of an Event of Default, Mortgagee, may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 9.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 8.6 above.

9.3 **Termination.** If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments provided to it acknowledging satisfaction of this Mortgage.

9.4 **Renewals, Amendments and Other Security.** To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the

Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

9.5 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

9.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

9.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Required Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

9.8 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

9.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

9.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com

with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insightequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: U.S. Bank National Association
214 N. Tryon Street, 27th Floor

Charlotte, North Carolina 28202
Attention: CDO Trust Services/James
Hanley
Telephone: () -
Facsimile: (704) 335-4670
Email: agency.services@usbank.com

with a copy to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Attention: Al Stemp, Esq.
Telephone: (310) 785-4775
Facsimile: (310) 785-4601
Email: albert.stemp@hoganlovells.com

9.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

9.13 **Successors and Assigns.**

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of

them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

9.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

9.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a Mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

9.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage, or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious

rate permitted by Applicable Law and that for purposes hereof “interest” shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

9.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

9.18 **Intercreditor Agreement.** Notwithstanding anything herein to the contrary, (i) the Liens granted to the Mortgagee, as representative for the Lenders, pursuant to this Mortgage are expressly subject and subordinate to the Liens granted in favor of the First Lien Agent as and to the extent set forth in the ABL/Term Intercreditor Agreement and (ii) the exercise of any right or remedy by the Mortgagor hereunder is subject to the limitations and provisions of the ABL/Term Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, with respect to any Collateral, until the occurrence of the Discharge of Senior Lien Obligations, any obligation of any Credit Party under the Credit Agreement or under any other Security Document with respect to the delivery or control of any Collateral, the notation of any lien on any certificate of title, bill of

lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be subject and subordinate to the rights of the First Lien Agent pursuant to the Senior Lien Collateral Documents (as such term is defined in the ABL/Term Intercreditor Agreement). To the extent that compliance by any Credit Party with any actions specified in the immediately preceding sentence would (x) conflict with the exercise of or direction by the First Lien Agent of comparable rights, (y) require delivery of Collateral which can only be delivered to one Person or (z) be, under Applicable Law, prohibited or unable to be completed, then the applicable Credit Party shall not have to take any such actions so long as the applicable Credit Party is, with respect to clause (x), complying with the exercise of, or direction by, the First Lien Agent, with respect to clause (y), has delivered such collateral to the First Lien Agent or any of its agents, and, with respect to clause (z), only so long as Applicable Law would prevent such compliance. In the event of any conflict between the terms of (i) the Intercreditor Agreements and this Mortgage, the terms of the Intercreditor Agreements shall govern and control or (ii) the ABL/Term Intercreditor Agreement and the Junior Lien Intercreditor Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

9.19 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, ensealing and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

9.20 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

9.21 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

9.22 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

9.23 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

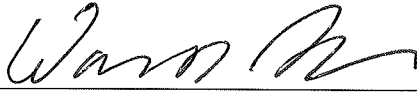
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed in multiple originals and effective as of the Effective Date.

MORTGAGOR:

SUPERIOR SILICA SANDS LLC, a Texas limited liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Warren B. Bonham
Title: Vice President

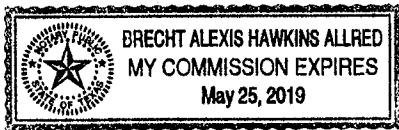
Organizational Number of Mortgagor is: 800987986

THE STATE OF TEXAS §

§

COUNTY OF Tarrant §

This instrument was acknowledged before me on this 6 day of April, 2017, by Warren B. Bonham, as Vice President of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.



Brecht Allred

Notary Public in and for
the State of Texas

SCHEDULE I

- Lease and Royalty Agreement dated as of March 10, 2011, among Lary R. Boese, Anna M. Boese, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded February 24, 2012, as Document No. 804802, as evidenced by that certain First Amendment to Memorandum of Lease, recorded September 14, 2012, as Document No. 812705, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Boese Mineral Lease”)
- Lease and Royalty Agreement dated as of March 10, 2011, among David F. Dobbs, Bonnie K. Dobbs, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded February 24, 2012, as Document No. 804800, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Dobbs Mineral Lease”)
- Lease and Royalty Agreement dated as of March 10, 2011, among Anthony G. Glaser, Tammara M. Glaser, Tonya N. Glaser, Gerald H. Glaser, Carol J. Glaser, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded February 24, 2012, as Document No. 804803, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Glaser Mineral Lease”)
- Lease and Royalty Agreement dated as of March 10, 2011, among Robert W. Hass, Darlene E. Hass, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded February 24, 2012, as Document No. 804801, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Hass Mineral Lease”)
- Lease and Royalty Agreement dated as of March 10, 2011, among Kevin L. Pietz, Elizabeth C. Pietz, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded June 22, 2012, as Document No. 809483, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Pietz Mineral Lease”)
- Surface Lease Agreement dated as of March 10, 2011, among Kevin L. Pietz, Elizabeth C. Pietz, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded June 22, 2012, as Document No. 809482, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Pietz Surface Lease”)
- Surface Lease Agreement dated as of March 10, 2011, among Christopher C. Culver, Linda M. Culver, Dennis C. Culver, Patsy L. Culver, and Mortgagor, as evidenced by that certain Memorandum of Lease recorded February 24, 2012, as Document No. 804804, as evidenced by that certain First Amendment to Memorandum of Lease, recorded August 8, 2013, as Document No. 825327, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Culver Mineral and Surface Leases”)

EXHIBIT A

**New Auburn Plant
Chippewa County Property**

Tract V:

That part of Lot 3, Assessor's Outlot Plat, Village of New Auburn, Chippewa County, Wisconsin, lying North of Pine Street in the NE ¼ of Section 2, Township 31 North, Range 10 West.

Parcel #161-0235 (23110-0211-6227OL03A)

Glaser Mineral Lease

Parcel A:

The SE ¼ of the SW ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0530 (23110-2834-00000000)

Property Address: 19980 COUNTY HIGHWAY DD, BLOOMER, WI 54724

Parcel B:

A strip of land 1 rod wide along the South line of the SW ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Part of Parcel #006-0534 (23110-2843-09500000)

Parcel C:

A strip of land 1 rod wide along the South line of the SE ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 9/16/1987 in Volume 618 of Records, Page 539 as Document #467720.

Part of Parcel #006-0534 (23110-2843-09500000)

Parcel D:

The NE ¼ of the NW ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0617 (23110-3321-00000000)

Parcel E:

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0614 (23110-3312-000000000)

Parcels A, B, C, D and E are also described as:

The South 1 rod of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33; All in Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ of Section 28; thence North $88^{\circ}56'10''$ West, assumed bearing along the South line of said SE $\frac{1}{4}$, a distance of 1313.52 feet to the Northeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33; thence South $00^{\circ}43'49''$ West, along the East line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 1325.54 feet to the Southeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North $89^{\circ}11'55''$ West, along the South line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 1314.82 feet to the Southeast corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence North $89^{\circ}50'27''$ West, along the South line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1313.57 feet to the Southwest corner of said NE $\frac{1}{4}$ of the

NW $\frac{1}{4}$; thence North $00^{\circ}50'48''$ East, along the West line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1322.85 feet to the Southwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28; thence North $02^{\circ}01'05''$ East, along the West line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 1415.24 feet to the Northwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South $88^{\circ}20'25''$ East, along the North line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 1339.54 feet to the Northeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South $03^{\circ}11'40''$ West, along the East line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 1356.11 feet to its intersection with the North line of said South 1 rod of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28; thence South $88^{\circ}56'10''$ East, along said North line, a distance of 2626.48 feet to the East line of said South $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence South $01^{\circ}15'02''$ West, along said East line 16.50 feet to the point of beginning.

Dobbs Mineral Lease

Parcel A:

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0618 (23110-3322-002100000)

Parcel B:

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0619 (23110-3323-000000000)

Parcel C:

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0620 (23110-3324-00000000)

Parcel D:

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that part described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North $00^{\circ}00'00''$ East along the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, also being along an existing fence line, 1042.00 feet to a bend point in the fence line; thence North $83^{\circ}26'51''$ East 183.05 feet to a bend in the fence line; thence North $05^{\circ}46'58''$ East 186.17 feet; thence North $87^{\circ}11'35''$ East 558 feet; thence Northeasterly to the Northeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South to the Southeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West to the point of beginning.

Parcel #006-0621.3000 (23110-3331-03750000)

Parcel E:

That part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the Northeast corner of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West 24 rods; thence Southeasterly to a point 25 rods South and 2 rods West of the Northeast corner; thence South on a line parallel with and 2 rods West of the East line to the public highway extending and running Easterly and Westerly through the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence East 2 rods; thence North on the East line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the point of beginning.

Parcel #006-0623 (23110-3332-01250000)

Property Address: 3272 195TH AVENUE, BLOOMER, WI 54724

Parcels C-1, C-2, C-3, C-4 & C-5 are also described as follows:

The East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; All in Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the West $\frac{1}{4}$ corner of said Section 33; thence South $89^{\circ}27'38''$ East, assumed bearing along the South line of the NW $\frac{1}{4}$ of said Section 33, a distance of 918.88 feet; thence South $40^{\circ}38'15''$ East a distance of 548.04 feet to a point 33.00 feet West of the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 33; thence South $00^{\circ}50'31''$ West, parallel with said East line, a distance of 433.19 feet to the centerline of 195th Avenue; thence South $89^{\circ}09'29''$ East a

distance of 33.00 feet to said East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North $00^{\circ}50'31''$ East along said East line, a distance of 573.12 feet; thence North $84^{\circ}17'22''$ East, a distance of 183.05 feet; thence North $06^{\circ}37'29''$ East a distance of 186.17 feet; thence North $88^{\circ}02'06''$ East a distance of 558.00 feet; thence North $86^{\circ}05'38''$ East a distance of 558.84 feet to the Southeast corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33; thence North $00^{\circ}47'14''$ East, along the East line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 1331.56 feet to the Northeast corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence North $89^{\circ}50'27''$ West, along the North line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1313.57 feet to the Southeast corner of said East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33; thence North $00^{\circ}50'48''$ East, along the East line of said East $\frac{1}{2}$, a distance of 1322.85 feet to the Northeast corner of said East $\frac{1}{2}$; thence South $89^{\circ}46'42''$ West, along the North line of said East $\frac{1}{2}$, a distance of 656.16 feet to the Northwest corner of said East $\frac{1}{2}$; thence South $00^{\circ}52'37''$ West, along the West line of said East $\frac{1}{2}$, a distance of 1318.50 feet to the Southwest corner of said East $\frac{1}{2}$; thence North $89^{\circ}50'27''$ West along the North line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 656.79 feet to the Northwest corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South $00^{\circ}54'26''$ West, along the West line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1314.15 feet to the point of beginning.

Hass Mineral Lease

Parcel A:

That part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North $00^{\circ}00'00''$ East along the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, also being along an existing fence line, 1042.00 feet to a bend point in the fence line; thence North $83^{\circ}26'51''$ East 183.05 feet to a bend in the fence line; thence North $05^{\circ}46'58''$ East 186.17 feet; thence North $87^{\circ}11'35''$ East 558 feet; thence Northeasterly to the Northeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South to the Southeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West to the point of beginning.

Parcel #006-0621 (23110-3331-00020000)

Parcel B:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0628 (23110-3343-00000000)

Parcel C:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that part described as follows:

Beginning at a point 28 rods West of the Southeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence West 25.5 rods; thence North 9 rods; thence East 2.5 rods; thence North 12 rods; thence East 8 rods; thence Southeasterly 25 rods, more or less, to the point of beginning.

ALSO EXCEPT lands conveyed for highway purposes in Warranty Deed dated 7/24/2014 and recorded 8/5/2014 as Document #835610.

Parcel #006-0629 (23110-3344-00020000)

Boese Mineral Lease

Parcel A:

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that part described as follows:

Beginning at the Northeast corner of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West 24 rods; thence Southeasterly to a point 25 rods South and 2 rods West of the Northeast corner; thence South on a line parallel with and 2 rods West of the East line to the public highway extending and running Easterly and Westerly through the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence East 2 rods; thence North on the East line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the point of beginning.

Parcel #006-0622 (23110-3332-00020000)

Property Address: 3143 195TH AVENUE, BLOOMER, WI 54724

Parcel B:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0627 (23110-3342-00000000)

Parcel C:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0626 (23110-3341-00000000)

Pietz Mineral and Surface Leases

Parcel A:

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 12/29/1987 in Volume 623 of Records, Page 375 as Document #469833.

Parcel #006-0527 (23110-2831-00020000)

Parcel B:

The NE ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 12/29/1987 in Volume 623 of Records, Page 375 as Document #469833.

Parcel #006-0531 (23110-2841-00020000)

Parcel C:

The NW ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 1/29/1987 in Volume 623 of Records, Page 375 as Document #469833.

Parcel #006-0532 (23110-2842-00020000)

Parcel D:

The SW ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** a strip of land 1 rod wide off the entire South side thereof.

ALSO EXCEPT that part of the S ½ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner thereof; thence East along the South line 1,000 feet to the point of beginning; thence continuing along the South line 400 feet; thence North at right angles 261.5 feet; thence West at right angles 400 feet; thence South 261.5 feet, more or less, to the point of beginning.

ALSO EXCEPT that certain parcel of land designated as the Slurry Pond Lease Area in the SW ¼ of the SE ¼ and the SE ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 28; thence North 88°56'10" West, along the South line of said SE ¼, a distance of 1627.04 feet; thence North 01°03'50" East a distance of 16.50 feet to the point of beginning; thence North 88°56'10" West a distance of 303.20 feet; thence North 39°46'58" West a distance of 41.84 feet; thence Northerly a distance of 125.87 feet along a tangential curve, concave to the East, having a radius of 158.03 feet, a central angle of 45°38'03" and a chord which bears North 16°57'56" West a distance of 122.57 feet; thence North 05°51'05" East, tangent to said curve, a distance of 282.29 feet; thence Northwesterly a distance of 238.07 feet along a tangential curve, concave to the Southwest, having a radius of 135.70 feet, a central angle of 100°31'14" and a chord which bears North 44°24'31" West a distance of 208.69 feet; thence South 85°19'52" West, tangent to said curve, a distance of 233.70 feet; thence Northwesterly a distance of 324.71 feet along a tangential curve, concave to the Northeast, having a radius of 231.42 feet, a central angle of 80°23'33" and a chord which bears North 54°28'22" West a distance of

298.72 feet to the West line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence North $03^{\circ}11'40''$ East, not tangent to said curve and along said West line, a distance of 634.07 feet to the Northwest corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence South $87^{\circ}45'26''$ East, along the North line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$, a distance of 1695.49 feet; thence South $02^{\circ}14'32''$ West a distance of 1075.51 feet; thence North $88^{\circ}56'10''$ West a distance of 724.05 feet; thence South $01^{\circ}03'50''$ West a distance of 245.00 feet to the point of beginning.

Parcel #006-0533 (23110-2843-00020000)

Parcel E:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** a strip of land 1 rod wide off the entire South side thereof.

ALSO EXCEPT that part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner thereof; thence East along the South line 1,000 feet to the point of beginning; thence continuing along the South line 400 feet; thence North at right angles 261.5 feet; thence West at right angles 400 feet; thence South 261.5 feet, more or less, to the point of beginning.

ALSO EXCEPT that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 28; thence East along the South line 2,000 feet to the point of beginning; thence West along the South line 500 feet; thence North at right angles 261.5 feet; thence East at right angles to a point on a line that runs through the point of beginning at right angles to the South line; thence South along that line to the point of beginning.

ALSO EXCEPT that certain parcel of land designated as the Slurry Pond Lease Area in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 28; thence North $88^{\circ}56'10''$ West, along the South line of said SE $\frac{1}{4}$, a distance of 1627.04 feet; thence North $01^{\circ}03'50''$ East a distance of 16.50 feet to the point of beginning; thence North $88^{\circ}56'10''$ West a distance of 303.20 feet; thence North $39^{\circ}46'58''$ West a distance of 41.84 feet; thence Northerly a distance of 125.87 feet along a tangential curve, concave to the East, having a radius of 158.03 feet, a central angle of $45^{\circ}38'03''$ and a chord which bears North $16^{\circ}57'56''$ West a distance of 122.57 feet; thence North $05^{\circ}51'05''$ East, tangent to said curve, a distance of 282.29 feet; thence Northwesterly a distance of 238.07 feet along a tangential curve, concave to the Southwest, having a radius of 135.70 feet, a central angle of $100^{\circ}31'14''$ and a chord which bears North $44^{\circ}24'31''$ West a distance of 208.69 feet; thence South $85^{\circ}19'52''$ West, tangent to said curve, a distance of 233.70 feet; thence Northwesterly a distance of 324.71

feet along a tangential curve, concave to the Northeast, having a radius of 231.42 feet, a central angle of 80°23'33" and a chord which bears North 54°28'22" West a distance of 298.72 feet to the West line of said S ½ of the SE ¼; thence North 03°11'40" East, not tangent to said curve and along said West line, a distance of 634.07 feet to the Northwest corner of said S ½ of the SE ¼; thence South 87°45'26" East, along the North line of said S ½ of the SE ¼, a distance of 1695.49 feet; thence South 02°14'32" West a distance of 1075.51 feet; thence North 88°56'10" West a distance of 724.05 feet; thence South 01°03'50" West a distance of 245.00 feet to the point of beginning.

ALSO EXCEPT lands conveyed for highway purposes in Warranty Deed recorded 12/29/1987 in Volume 623 of Records, Page 375 as Document #469833; AND in Warranty Deed recorded 1/25/1988 in Volume 624 of Records, Page 339 as Document #470284.

Parcel #006-0535 (23110-2844-00020000)

Property Address: 3991 STATE HIGHWAY 64, BLOOMER, WI 54724

Parcel F:

That certain parcel of land, lying and being in the S ½ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, being more particularly designated as the Slurry Pond Lease Area, described as follows:

Commencing at the Southeast corner of said Section 28; thence North 88°56'10" West, along the South line of said SE ¼, a distance of 1627.04 feet; thence North 01°03'50" East a distance of 16.50 feet to the point of beginning; thence North 88°56'10" West a distance of 303.20 feet; thence North 39°46'58" West a distance of 41.84 feet; thence Northerly a distance of 125.87 feet along a tangential curve, concave to the East, having a radius of 158.03 feet, a central angle of 45°38'03" and a chord which bears North 16°57'56" West a distance of 122.57 feet; thence North 05°51'05" East, tangent to said curve, a distance of 282.29 feet; thence Northwesterly a distance of 238.07 feet along a tangential curve, concave to the Southwest, having a radius of 135.70 feet, a central angle of 100°31'14" and a chord which bears North 44°24'31" West a distance of 208.69 feet; thence South 85°19'52" West, tangent to said curve, a distance of 233.70 feet; thence Northwesterly a distance of 324.71 feet along a tangential curve, concave to the Northeast, having a radius of 231.42 feet, a central angle of 80°23'33" and a chord which bears North 54°28'22" West a distance of 298.72 feet to the West line of said S ½ of the SE ¼; thence North 03°11'40" East, not tangent to said curve and along said West line, a distance of 634.07 feet to the Northwest corner of said S ½ of the SE ¼; thence South 87°45'26" East, along the North line of said S ½ of the SE ¼, a distance of 1695.49 feet; thence South 02°14'32" West a distance of 1075.51 feet; thence North 88°56'10" West a distance of 724.05 feet; thence South 01°03'50" West a distance of 245.00 feet to the point of beginning.

Part of Parcel #006-0533 (23110-2843-00020000) & Part of #006-0535 (23110-2844-00020000)

Culver Mineral and Surface Leases

Parcel A:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that certain parcel of land designated as the Wet Plant Lease Area in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 33; thence South $00^{\circ}40'21''$ West, along the East line of said NE $\frac{1}{4}$, a distance of 254.04 feet to the point of beginning; thence continue South $00^{\circ}40'21''$ West, along said East line, a distance of 66.00 feet; thence North $89^{\circ}19'39''$ West a distance of 162.24 feet; thence South $00^{\circ}40'21''$ West a distance of 999.12 feet to the South line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North $89^{\circ}11'55''$ West, along said South line, a distance of 756.71 feet; thence North $10^{\circ}12'01''$ West a distance of 258.45 feet; thence North $20^{\circ}05'53''$ West a distance of 165.67 feet; thence North $30^{\circ}15'27''$ West a distance of 112.11 feet; thence North $63^{\circ}09'08''$ West a distance of 99.75 feet; thence North $00^{\circ}37'58''$ East a distance of 187.43 feet; thence North $50^{\circ}09'27''$ West a distance of 180.89 feet to the West line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North $00^{\circ}43'49''$ East, along said West line, a distance of 343.17 feet; thence South $88^{\circ}56'10''$ East a distance of 767.64 feet; thence North $01^{\circ}03'50''$ East a distance of 132.70 feet to the North line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence South $88^{\circ}56'10''$ East, along said North line, a distance of 66.00 feet; thence South $01^{\circ}03'50''$ West a distance of 132.70 feet; thence South $88^{\circ}56'10''$ East a distance of 243.28 feet; thence Southeasterly a distance of 117.30 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet, a central angle of $89^{\circ}36'31''$ and a chord which bears South $44^{\circ}07'54''$ East a distance of 105.70 feet; thence South $00^{\circ}40'21''$ West, tangent to said curve, a distance of 47.96 feet; thence South $89^{\circ}19'39''$ East a distance of 162.24 feet to the point of beginning.

Part of Parcel #006-0613 (23110-3311-00020000)

Parcel B:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0615 (23110-3313-00000000)

Parcel C:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0616 (23110-3314-00000000)

Parcels A, B and C are also described as:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; All in Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County,

Wisconsin, described as follows:

Beginning at the Northeast corner of said Section 33; thence South 00°40'21" West, assumed bearing along the East line of said NE ¼, a distance of 2639.05 feet to the East ¼ corner of said Section 33; thence North 89°27'38" West, along the South line of said NE ¼, a distance of 2632.31 feet to the center of said Section 33; thence North 00°47'14" East, along the West line of said NE ¼, a distance of 1331.56 feet to the Northwest corner of said SW ¼ of the NE ¼; thence South 89°11'55" East, along the North line of said SW ¼ of the NE ¼, a distance of 1314.82 feet to the Northeast corner of said SW ¼ of the NE ¼; thence North 00°43'49" East, along the West line of said NE ¼ of the NE ¼, a distance of 1325.54 feet to the Northwest corner of said NE ¼ of the NE ¼; thence South 88°56'10" East, along the North line of said NE ¼, a distance of 1313.52 feet to the point of beginning;

EXCEPT a parcel of land located in the NE ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 33; thence South 00°40'21" West, along the East line of said NE ¼, a distance of 254.04 feet to the point of beginning; thence continue South 00°40'21" West, along said East line, a distance of 66.00 feet; thence North 89°19'39" West a distance of 162.24 feet; thence South 00°40'21" West a distance of 999.12 feet to the South line of said NE ¼ of the NE ¼; thence North 89°11'55" West, along said South line, a distance of 756.71 feet; thence North 10°12'01" West a distance of 258.45 feet; thence North 20°05'53" West a distance of 165.67 feet; thence North 30°15'27" West a distance of 112.11 feet; thence North 63°09'08" West a distance of 99.75 feet; thence North 00°37'58" East a distance of 187.43 feet; thence North 50°09'27" West a distance of 180.89 feet to the West line of said NE ¼ of the NE ¼; thence North 00°43'49" East, along said West line, a distance of 343.17 feet; thence South 88°56'10" East a distance of 767.64 feet; thence North 01°03'50" East a distance of 132.70 feet to the North line of said NE ¼ of the NE ¼; thence South 88°56'10" East, along said North line, a distance of 66.00 feet; thence South 01°03'50" West a distance of 132.70 feet; thence South 88°56'10" East a distance of 243.28 feet; thence Southeasterly a distance of 117.30 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet, a central angle of 89°36'31" and a chord which bears South 44°07'54" East a distance of 105.70 feet; thence South 00°40'21" West, tangent to said curve, a distance of 47.96 feet; thence South 89°19'39" East a distance of 162.24 feet to the point of beginning.

Parcel D:

That certain parcel of land located in the NE ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, designated as the Wet Plant Lease Area, described as follows:

Commencing at the Northeast corner of said Section 33; thence South 00°40'21" West, along the East line of said NE ¼, a distance of 254.04 feet to the point of beginning; thence continue South 00°40'21" West, along said East line, a distance of 66.00 feet; thence North

89°19'39" West a distance of 162.24 feet; thence South 00°40'21" West a distance of 999.12 feet to the South line of said NE ¼ of the NE ¼; thence North 89°11'55" West, along said South line, a distance of 756.71 feet; thence North 10°12'01" West a distance of 258.45 feet; thence North 20°05'53" West a distance of 165.67 feet; thence North 30°15'27" West a distance of 112.11 feet; thence North 63°09'08" West a distance of 99.75 feet; thence North 00°37'58" East a distance of 187.43 feet; thence North 50°09'27" West a distance of 180.89 feet to the West line of said NE ¼ of the NE ¼; thence North 00°43'49" East, along said West line, a distance of 343.17 feet; thence South 88°56'10" East a distance of 767.64 feet; thence North 01°03'50" East a distance of 132.70 feet to the North line of said NE ¼ of the NE ¼; thence South 88°56'10" East, along said North line, a distance of 66.00 feet; thence South 01°03'50" West a distance of 132.70 feet; thence South 88°56'10" East a distance of 243.28 feet; thence Southeasterly a distance of 117.30 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet, a central angle of 89°36'31" and a chord which bears South 44°07'54" East a distance of 105.70 feet; thence South 00°40'21" West, tangent to said curve, a distance of 47.96 feet; thence South 89°19'39" East a distance of 162.24 feet to the point of beginning.

Part of Parcel #006-0613 (23110-3311-00020000)

Document Number	Document Name	Document Number: 386396 Volume: 627 Page: 222 Shari Marg Register of Deeds Jackson County, WI Recorded: 04/17/2017 at: 08:09 AM Transfer Tax Paid: \$0.00 Transfer Tax Exempt # Recording Fee Paid: \$30.00 Number of Pages: 38
		Recording Area Name and Return Address: Hogan Lovells US LLP 1999 Avenue of the Stars Suite 1400 Los Angeles, CA 90067
006-0578.0005; 006-0614.0000; 006-0615.0010; 006-0617.0000; 006-0785.0020; 006-0622.0005; 006-0586.0000; 006-0589.0000; 006-0600.0015; 006-0600.0010; 006-0610.0000; 006-0552.0000; 006-0553.0000; 006-0529.0000; 006-0530.0000; 006-0534.0000; 006-0539.0000; 006-0540.0000; 006-0541.0000; 006-0542.0000; 006-0534.0015; 006-0535.0005; 006-0891.0000; 006-0892.0005; 006-0893.0000; 006-0894.0000; 006-0898.0000; 006-0899.0000; 006-0900.0010; 006-0900.0005; 006-0900.0000; 006-0904.0000; 006-0905.0000; 006-0901.0000; 024-0373.0000; 024-0372.0000; 006-0906.0005; 006-0903.0000; 002-0507.0000; 002-0507.0005; 002-0510.0000; and 002-0509.0000		
Parcel Identification Number (PIN)		
<u>This property is not a homestead property.</u>		
This instrument was drafted by: Albert Stemp, Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067		

Jackson County, Wisconsin

THIS SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as the same may be amended, amended and restated, modified or supplemented from time to time, the “Mortgage”) dated effective as of April 12, 2017 (“Effective Date”) is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, having an address at 180 State Street, Suite 225, Southlake, Texas 76092 (“Mortgagor”), in favor of U.S. BANK NATIONAL ASSOCIATION, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, as disbursing agent and collateral agent (in such capacity, the “Mortgagee”), for the lenders which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the “Lenders” and each individually a “Lender”).

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Emerge Energy Services LP, a Delaware limited partnership (the “Parent Guarantor”), Emerge Energy Services Operating LLC, a Delaware limited liability company (“Emerge”), Mortgagor (Mortgagor, together with Emerge, and each Person joined to the First Lien Credit Agreement, as a borrower from time to time, collectively, the “Borrowers”, and each individually a “Borrower”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “First Lien Lenders” and each individually a “First Lien Lender”), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent (the “First Lien Agent”), the First Lien Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the First Lien Credit Agreement (“First Lien Loan”).

B. In connection with the First Lien Loans, Mortgagor granted to the First Lien Agent, on behalf of the First Lien Lenders, a first priority mortgage lien upon the Collateral (as defined below) pursuant to that certain First Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of February 19, 2016, and recorded on February 22, 2016, as Document Number 381405 in Volume 611, Page 844, Register of Deeds, Jackson County, Wisconsin (the “First Lien Mortgage”).

C. Pursuant to that certain Second Lien Security Agreement dated March 1, 2016 (the “CIT Security Agreement”), by and among Parent Guarantor, Emerge, Mortgagor, CIT Bank, N.A., a federally chartered national association (“CIT”) and Mortgagee, as agent, Mortgagor agreed to secure its performance of the CIT Lease Obligations (as defined in the CIT Security Agreement) by granting a security interest in the Collateral.

D. In connection with the CIT Lease Obligations, Mortgagor granted to CIT a second priority mortgage lien upon the Collateral pursuant to that certain Second Lien Mortgage, Security

Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of March 1, 2016 (the "CIT Mortgage").

E. Pursuant to that certain Second Lien Credit and Security Agreement dated as of April 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the defined terms of which are used herein unless otherwise defined herein, by and among Parent Guarantor, Emerge, Mortgagor (Mortgagor, together with Emerge and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the lenders which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender"), and U.S. Bank National Association, in its capacity as disbursing agent and collateral agent (the "Second Lien Agent"), the Lenders have agreed to make available to the Borrowers a term loan facility in accordance with the Credit Agreement.

F. Mortgagor acquired certain fee and leasehold interests in Jackson County, Wisconsin as more particularly described herein and on Schedule I and Exhibit A attached hereto.

G. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Mortgage.

H. This Mortgage is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

I. This Mortgage, and all rights and authority conveyed to Mortgagee hereby, shall be subordinate to the First Lien Mortgage for as long as the First Lien Mortgage is outstanding pursuant to that certain First Lien/Second Lien Intercreditor Agreement, dated as of April 12, 2017, among the First Lien Agent and the Second Lien Agent and acknowledged by the Borrowers and the Parent Guarantor (the "ABL/Term Intercreditor Agreement").

J. Pursuant to that certain Subordination of Mortgage, dated as of the date hereof (the "Subordination Agreement"), by and between CIT and Mortgagee, CIT agrees to subordinate the CIT Mortgage, and all rights and authority conveyed to CIT thereby, to this Mortgage for as long as this Mortgage is outstanding.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Mortgage in favor of, and for the benefit of, the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral, and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation, processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Event of Default” shall have the meaning set forth in Section 6.1 hereof.

1.4 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.5 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.6 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.7 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases including the Production Leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

1.8 “Mortgage” shall have the meaning set forth in the preamble.

1.9 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other Property of whatsoever kind or nature now or hereafter located on any of the Property affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.10 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.11 “Production Leases” means those certain leases described on Schedule I attached hereto and incorporated herein for all purposes, including any and all modifications, extensions, amendments and renewals thereof.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, to the land and Leases described on Exhibit A attached hereto and made a part hereof for all purposes, including any portion of the leasehold estate created under the Production Leases now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A, including surface and mineral rights and the Sand Properties and all unsevered, unextracted, and unmined Sand (even though Mortgagor’s

interest therein be incorrectly described in, or a description of part or all of such interest be omitted from, Exhibit A) and (b) Mortgagor's rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 "Rents" has the meaning set forth in Section 4.1 hereof.

1.14 "Sand" means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 "Sand Property" or "Sand Properties" means all of Mortgagor's right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any Property or Properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Mortgage is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 "UCC" shall have the meaning set forth in Section 2.4 hereof.

1.17 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Mortgage, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage. As used herein, the term "including" means "including without limitation".

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** Mortgagor gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms to Mortgagee, to secure all of the Obligations, all of Mortgagor's estate, right, title and interest in and to: (a) the Collateral; (b) all privileges, hereditaments, appurtenances, rents, leases, profits from and to the Collateral; (c) all awards and payments to which Mortgagor is entitled at any time, but subject to the terms set forth herein, from insurance or the exercise of the right of eminent domain in connection with the Collateral; and (d) all after-acquired title to or remainder or reversion in any of the Collateral and all title to and remainder or reversion in any of the Collateral; all proceeds, replacements, substitutions, products, accessions and increases of or for the Collateral; and all additions, accessions and extensions to, improvements of or for the Collateral; and all additional estates, interests, rights or other property acquired by Mortgagor after the date of this Mortgage for use in connection with the Collateral, all without the need for additional mortgage, assignment, pledge or conveyance to Mortgagee but Mortgagor will execute and deliver to Mortgagee, upon Mortgagee's request, any documents reasonably requested by Mortgagee to further evidence the foregoing.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Future Advances.** It is contemplated and acknowledged that the Obligations may include future advances from time to time, and that this Mortgage shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date. This Mortgage secures all future advances and obligations constituting Obligations.

2.3 **Financing Statement.** This Mortgage is and shall be effective as a financing statement filed as a fixture filing for all of the Collateral which constitutes fixtures as such term is defined in the UCC. The fixture filing shall be effective from the date of the filing of this Mortgage in the real estate records of the county in which the Realty Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, as that term is used in the UCC, at its address set forth above. The address of Mortgagor, as debtor, as that term is used in the UCC, is also set forth above. Mortgagor shall file, and authorizes Mortgagee to file, one or more financing statements without the signature and/or consent of Mortgagor, but with prior notice to Mortgagor, that describe the Collateral and all necessary amendments and continuation statements to such financing statements.

2.4 **Security Interest.** This Mortgage constitutes a security agreement as defined in the Wisconsin Uniform Commercial Code (the "UCC"). Mortgagor grants to Mortgagee a security interest, as defined in the UCC, in all Personalty Collateral, and all replacements and substitutions for, additions and accessions to, and proceeds from such property. Mortgagee may exercise its rights of enforcement and remedies available to it pursuant to the UCC.

ARTICLE III
Production Leases

3.1 **Production Lease.** Mortgagor represents, warrants, covenants, and agrees as follows:

(a) Mortgagor has delivered to Mortgagee a true, correct and complete copy of each Production Lease, including all amendments and modifications, written or oral, existing as of the date hereof.

(b) Each Production Lease is valid and enforceable and in full force and effect, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws at the time in effect affecting the rights of creditors generally and by general principles of equity whether applied by a court of law or equity, and has not been modified or amended in any manner whatsoever, except as disclosed to Mortgagee in writing. Neither the Mortgagor nor the lessor under any Production Lease has commenced any action or given or received any notice for the purpose of terminating such Production Lease and the interest of the lessee under each Production Lease is vested solely in the Mortgagor.

(c) Mortgagor has not executed or entered into any modifications or amendments of any Production Lease, either orally or in writing, other than written amendments that have been disclosed to Mortgagee in writing.

(d) Mortgagor is not in default under any Production Lease and, to Mortgagor's knowledge, the lessor of such Production Lease is not in default thereunder. To Mortgagor's knowledge, no event has occurred that, with the giving of notice or the passage of time or both, would constitute such a default or would entitle Mortgagor or any other party under any Production Lease to cancel the same or otherwise avoid its obligations.

(e) Except for this Mortgage or other assignments in favor of Mortgagee, Mortgagor has not executed any assignment or pledge of any Production Lease or Mortgagor's right, title and interest in the same.

(f) This Mortgage conforms and complies with each Production Lease, does not constitute a violation or default under any Production Lease, and is and shall at all times constitute a valid Lien (subject only to Permitted Encumbrances) on Mortgagor's interests in the Production Leases.

(g) Mortgagor shall pay, when due and payable, the rentals, additional rentals, and other charges required by, and payable under, any Production Lease in accordance with such Production Lease.

(h) Mortgagor shall perform and observe all material terms, covenants, and conditions that Mortgagor must perform and observe as lessee under each Production Lease, and do everything necessary to preserve and to keep unimpaired (other than Permitted

Encumbrances) Mortgagor's rights under each Production Lease. Mortgagor shall provide all insurance required by each Production Lease. Mortgagor shall use all commercially reasonable efforts to enforce the lessor's obligations under each Production Lease so that Mortgagor may enjoy all its rights as lessee under such Production Lease. Mortgagor shall furnish to Mortgagee all information that Mortgagee may reasonably request from time to time concerning Mortgagor's compliance with the Production Leases.

(i) Mortgagor shall promptly deliver to Mortgagee a copy of any notice of default or termination that it receives from any lessor under any Production Lease.

(j) Mortgagor shall not, without Mortgagee's consent, consent or refuse to consent to any action that the lessor or any third party takes or desires to take pursuant to the terms and provisions of a Production Lease if such action has a material adverse effect on such Production Lease or Mortgagor's rights thereunder.

(k) Mortgagor's obligations under this Mortgage are independent of and in addition to Mortgagor's obligations under the Production Leases. Nothing in this Mortgage shall be construed to require Mortgagor or Mortgagee to take or omit to take any action that would cause a default under the Production Leases.

(l) The Mortgagor shall forever warrant and defend (i) its estate, right, title and interest in and to the Collateral, (ii) the validity, enforceability and, subject to the Permitted Encumbrances, priority of the Lien of this Mortgage on the Collateral, and (iii) the right, title and interest of the Mortgagee and any purchaser at any sale of the Collateral hereunder and relating hereto, in each case, against all other Liens, subject only to the Permitted Encumbrances.

3.2 **Acquisition of Interest in Production Leased Parcel.** If Mortgagor acquires the fee or any other interest in any Realty Collateral originally subject to a Production Lease, then, such acquired interest shall (to the extent not prohibited by Applicable Law) immediately become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as if Mortgagor now owned it and as if this Mortgage specifically described it, without need for the delivery and/or recording of a supplement to this Mortgage or any other instrument. In the event of any such acquisition, the fee and leasehold interests in such Realty Collateral, unless Mortgagee elects otherwise in writing, remain separate and distinct and shall not merge, notwithstanding any principle of law to the contrary.

3.3 **New Production Lease.** If any Production Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision of such Production Lease, Mortgagee or its designee shall acquire from lessor a new lease of the relevant leased premises, then Mortgagor shall have no right, title or interest in or to such new lease or the estate created thereby.

3.4 **No Merger of Leasehold.** Notwithstanding (i) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate or of the subject property or in the leasehold created by a

Production Lease, (ii) the operation of law or (iii) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate or into the leasehold created by such Lease and the lessee under such Lease shall remain obligated to perform such Lease in accordance with its terms.

ARTICLE IV **Assignment of Rents and Leases**

4.1 **Assignment of Leases, Rents, Profits, etc.** Any rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Collateral or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, (hereinafter called the "**Rents**"), are hereby absolutely and unconditionally assigned to Mortgagee, to be applied by Mortgagee in payment of the Obligations. Notwithstanding any provision of this Mortgage, the assignment in this Section 4.1 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default. Prior to an Event of Default, Mortgagor shall have a license to collect and receive all Rents as trustee for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the Obligations in such manner as Mortgagee elects and thereafter to the account of Mortgagor. Upon the occurrence of an Event of Default, such license in favor of Mortgagor shall automatically and immediately terminate without any action or notice, or the necessity thereof, by Mortgagee or any other party, and Mortgagee shall be entitled to immediate possession of all Rents regardless of the value of the security for the Obligations and regardless of whether Mortgagee has initiated any action to take possession of any portion of the Collateral.

4.2 **Assignment of Leases.** Mortgagor hereby assigns to Mortgagee any and all Leases. Prior to an Event of Default, Mortgagor shall have the right, without joinder of Mortgagee, to enforce the Leases, unless Mortgagee directs otherwise. Notwithstanding any provision of this Mortgage, the assignment in this Section 4.2 is an absolute assignment and not merely a security interest; however, Mortgagee's rights as to the assignment shall be exercised only upon the occurrence of an Event of Default.

4.3 **Mortgagee in Possession.** Mortgagee's acceptance of this assignment shall not, prior to entry upon and taking possession of the Collateral by Mortgagee, be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Collateral, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Mortgagor by any lessee and not delivered to Mortgagee. Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or lessor with respect to any Lease.

4.4 **Records.** Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed copies of all Leases and copies of all records relating thereto, if any.

4.5 **Merger.** There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

4.6 **Right to Rely.** Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

4.7 **Rents.** It is the intention of Mortgagee and Mortgagor that the assignment effectuated by this Mortgage with respect to the Rents shall be a direct and currently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purpose of securing the Obligations. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Mortgagee's interest in the Rents constitutes a lien on or security interest in or pledge of the Rents, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default, advising Mortgagor of the revocation of Mortgagor's license to collect such Rents, shall be sufficient action by Mortgagee to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Mortgagee to immediate and direct payment of the Rents.

ARTICLE V

Mortgagor's Warranties and Covenants

5.1 **Payment of Obligations.** Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Mortgage as and when due.

5.2 **Performance Under Credit Agreement and Other Documents.** Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Credit Agreement and Other Documents, and every instrument evidencing or securing the Obligations.

5.3 **Representations and Warranties.** Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Mortgage.** Mortgagor has good and indefeasible title to the Realty Collateral, including its leasehold estate created under the Production Leases, and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). To the extent not prohibited by Applicable Law, Mortgagor has the right and authority to convey, and grant a security interest in, the leasehold estate created under the Production Lease and does hereby convey, and grant a security interest in, the leasehold estate created under the Production Lease. The leasehold estate created under the Production Lease is a second Lien subject to no Liens other than the First Mortgage and the Permitted Encumbrances. If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and

proper steps for the defense of such interest, including the employment of counsel. Mortgagor warrants that the Realty Collateral is not homestead property. This Instrument is not a Purchase Money Mortgage as defined in Wisconsin Statutes Section 708.09 or a Construction Mortgage as defined in Wisconsin Statutes Section 706.11(1m)(a)(2).

(b) Regulatory Filings. All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

5.4 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Mortgage, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Mortgage or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a second priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances (as defined in the Credit Agreement).

5.5 Recording. Mortgagor shall, and Mortgagee (or any designee of Mortgagee) may, without obligation, (at Mortgagor's own expense) record, register, deposit and file this Mortgage and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a second priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things reasonably necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral. Within 30 days after full performance Mortgagee shall submit for recording a satisfaction of the Mortgage in accordance with Wisconsin Statute Section 708.15(5)(a).

5.6 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or any part of the sums so

collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE VI

Default

6.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an “Event of Default” under this Mortgage.

6.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Mortgage or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VII

Mortgagee’s Rights

7.1 **Rights to Realty Collateral Upon Default.**

(a) **Operation of Property by Mortgagee.** Upon the Occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

(i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

(ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and

(iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to

purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Mortgagee, to the extent permitted by Applicable Law, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Mortgage and the sale of the Collateral, or (iv) enforcement of any other appropriate legal or equitable remedy; and further, Mortgagee may proceed by suit for a judicial sale of the Realty Collateral. Mortgagor hereby consents to any receiver appointed by a court of competent jurisdiction on behalf of Mortgagee in connection with this Mortgage mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals from any of the Sand Properties in its stead.

(c) Foreclosure of Collateral. If the Realty Collateral is a one to four family residence that is owner occupied at the commencement of a foreclosure, a farm or a church, or owned by a tax-exempt charitable organization, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.101, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate of 20 acres or less three months after a foreclosure judgment is entered. If the Realty Collateral is not one of the types described in the preceding sentence, Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.103, as amended or renumbered from time to time, permitting Mortgagee, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of such real estate three months after the entry of a foreclosure judgment. Mortgagee is also entitled to all remedies, without limitation, permitted by law which exist either on the date of this Mortgage or at the time of the default. Mortgagor agrees to the provisions of Wisconsin Statutes Section 846.102, as amended or renumbered from time to time, permitting Lender, if the court makes an affirmative finding upon proper evidence being submitted that the Property has been abandoned by Mortgagor and assigns, to hold the foreclosure sale of such Property upon the expiration of five weeks from the date when a foreclosure judgment is entered.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, and the truth and accuracy of all other matters stated therein. Upon the occurrence of an Event of Default, Mortgagor hereby

irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to, without obligation, execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee. Upon any sale, it shall not be necessary for any public officer acting under execution or by order of court, to have physically present or constructively in such public officer's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Mortgagee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the Property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(f) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement or as may otherwise be required by Applicable Law.

(g) Mortgagor's Waiver of Appraisal and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisal, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Mortgage or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Wisconsin, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold

in inverse order of alienation. Mortgagor agrees that Mortgagee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Mortgagee may direct.

(h) Other Waivers.

(i) Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Mortgage.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(i) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

7.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Mortgage. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable notice will be met if such notice is mailed in accordance with Section 16.6 of the Credit Agreement at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Mortgage and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency

remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

7.3 **Rights to Fixture Collateral Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

7.4 **Other Rights.** In addition to the rights as described in Sections 7.1, 7.2 and 7.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) institute proceedings for the complete foreclosure of this Mortgage in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien of this Mortgage for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Mortgage; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

7.5 **Account Debtors.** Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

7.6 **Costs and Expenses.** All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

7.7 **Set-Off.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to this Mortgage.

7.8 **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, and so long as an Event of Default has occurred and is continuing, Mortgagee may:

(a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

7.9 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

7.10 **Performance by Mortgagee on Mortgagor's Behalf.** Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

ARTICLE VIII

Miscellaneous

8.1 **Advances by Mortgagee.** Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any

costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Mortgage, including such costs, expenses and attorney's fees incurred pursuant to Sections 7.6 or 8.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

8.2 **Defense of Claims.** Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the reasonable judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, upon the occurrence and during the continuance of an Event of Default, Mortgagee may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee pursuant to this Section 8.2 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Mortgage shall be paid by Mortgagor as provided in Section 7.6 above.

8.3 **Termination.** If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments provided to it acknowledging satisfaction of this Mortgage.

8.4 **Renewals, Amendments and Other Security.** To the extent that the Mortgagor is not the Borrower, without notice or consent of Mortgagor (except as required under the applicable Credit Agreement and Other Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to the agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Mortgage by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Mortgage. This Mortgage may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

8.5 **Unenforceable or Inapplicable Provisions.** If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

8.6 **Rights Cumulative.** Each and every right, power and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Mortgagee and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

8.7 **Waiver by Mortgagee.** Any and all covenants in this Mortgage may from time to time by instrument in writing by Mortgagee and the Required Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

8.8 **Terms.** The term "Mortgagor" as used in this Mortgage will be construed as singular or plural to correspond with the number of persons executing this Mortgage as Mortgagor. If more than one person executes this Mortgage as Mortgagor, his, her, its, or their duties and liabilities under this Mortgage will be joint and several. The terms "Mortgagee" and "Mortgagor" as used in this Mortgage include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Mortgage which are defined in the UCC are used with the meanings therein defined.

8.9 **Counterparts.** This Mortgage may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

8.10 **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8.11 **Notice.** All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225

Southlake, Texas 76092
Attention: Joseph C. Tusa, Jr.
Telephone: (817) 865-2541
Facsimile: (817) 865-5900
Email: jtusa@emergelp.com

with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: U.S. Bank National Association
214 N. Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: CDO Trust Services/James Hanley
Telephone: () -
Facsimile: (704) 335-4670
Email: agency.services@usbank.com

with a copy to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

Attention: Al Stemp, Esq.
Telephone: (310) 785-4775
Facsimile: (310) 785-4601
Email: albert.stemp@hoganlovells.com

8.12 **Condemnation.** Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury is done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

8.13 **Successors and Assigns.**

(a) This Mortgage is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Mortgage shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Mortgage. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Mortgage shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee

then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-Provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Mortgage only if such Person is also then a Lender or an Affiliate of a Lender.

8.14 **Section Headings.** The article and section headings in this Mortgage are inserted for convenience of reference and shall not be considered a part of this Mortgage or used in its interpretation.

8.15 **Instrument Construed as Mortgage, etc.** This Mortgage may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

8.16 **Usury Not Intended.** It is the intent of Mortgagor and Mortgagee in the execution and performance of this Mortgage, the Credit Agreement and the other Documents to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Wisconsin and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage or the Credit Agreement and the other Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Mortgage, or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggregate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Mortgage, the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full,

refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

8.17 **Credit Agreement.** To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage so that the terms and provisions of this Mortgage do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Mortgage conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

8.18 **Intercreditor Agreement.** Notwithstanding anything herein to the contrary, (i) the Liens granted to the Mortgagee, as representative for the Lenders, pursuant to this Mortgage are expressly subject and subordinate to the Liens granted in favor of the First Lien Agent as and to the extent set forth in the ABL/Term Intercreditor Agreement and (ii) the exercise of any right or remedy by the Mortgagor hereunder is subject to the limitations and provisions of the ABL/Term Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, with respect to any Collateral, until the occurrence of the Discharge of Senior Lien Obligations, any obligation of any Credit Party under the Credit Agreement or under any other Security Document with respect to the delivery or control of any Collateral, the notation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be subject and subordinate to the rights of the First Lien Agent pursuant to the Senior Lien Collateral Documents (as such term is defined in the ABL/Term Intercreditor Agreement). To the extent that compliance by any Credit Party with any actions specified in the immediately preceding sentence would (x) conflict with the exercise of or direction by the First Lien Agent of comparable rights, (y) require delivery of Collateral which can only be delivered to one Person or (z) be, under Applicable Law, prohibited or unable to be completed, then the applicable Credit Party shall not have to take any such actions so long as the applicable Credit Party is, with respect to clause (x), complying with the exercise of, or direction by, the First Lien Agent, with respect to clause (y), has delivered such collateral to the First Lien Agent or any of its agents, and, with respect to clause (z), only so long as Applicable Law would prevent such compliance. In the event of any conflict between the terms of (i) the Intercreditor Agreements and this Mortgage, the terms of the Intercreditor Agreements shall govern and control or (ii) the ABL/Term Intercreditor Agreement and the Junior Lien Intercreditor Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

8.19 **Due Authorization.** Mortgagor hereby represents, warrants and covenants to Mortgagee that the obligations of Mortgagor under this Mortgage are the valid, binding and legally enforceable obligations of Mortgagor, that the execution, ensembling and delivery of this Mortgage by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Mortgage on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Mortgage on Mortgagor's part to be observed or performed.

8.20 **No Offsets, Etc.** Mortgagor hereby represents, warrants and covenants to Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Mortgage or the obligations secured thereby.

8.21 **Bankruptcy Limitation.** Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of its Property shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Mortgage in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Property pursuant to this Mortgage shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

8.21 **Limitation on Liens; Transfer Restrictions.**

(a) Except for the Permitted Encumbrances, prior Liens and the Lien of this Mortgage, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

8.22 **Entire Agreement.** THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

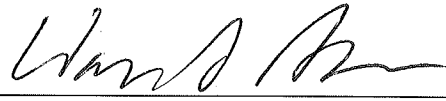
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed in multiple originals and effective as of the Effective Date.

MORTGAGOR:

SUPERIOR SILICA SANDS LLC, a Texas limited liability company

By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Warren B. Bonham
Title: Vice President

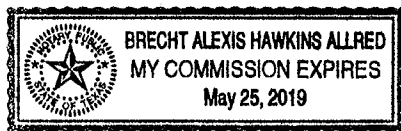
Organizational Number of Mortgagor is: 800987986

THE STATE OF TEXAS §

§

COUNTY OF Tarrant §

This instrument was acknowledged before me on this 6 day of April, 2017, by Warren B. Bonham, as Vice President of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.



Brecht Allred
Notary Public in and for
the State of Texas

SCHEDULE I

- That certain unrecorded Lease and Mining Agreement dated December 6, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 287, Document No. 369297 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 425, Document No. 380929 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Massman Lease - Avon”).
- That certain unrecorded Lease and Mining Agreement dated as of December 28, 2011, as evidenced by that certain Memorandum of Lease and Mining Agreement December 28, 2011 and recorded December 30, 2011 in Book 559, Page 180, Document No. 363364, as amended by that certain unrecorded Ratification and First Amendment to Lease and Mining Agreement dated December 8, 2015, as evidenced by the certain First Amendment to Memorandum of Lease and Mining Agreement dated December 8, 2015 and recorded December 30, 2015 in Book 610, page 401, Document No. 380923 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 428, Document No. 380930 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “South Alma Sand Lease - Avon”).
- That certain unrecorded Lease and Mining Agreement dated December 6, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 279, Document No. 369295 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 431, Document No. 380931 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Lingo Lease - Avon”).
- That certain unrecorded Lease and Mining Agreement dated as of December 6, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 275, Document No. 369294 in the Office of Register of Deeds for Jackson County, Wisconsin, as amended by that certain unrecorded First Amendment to Lease and Mining Agreement dated December 10, 2015; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 as Document No. 380925 in the Office of Register of

Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (“Mahtowa Lease - Avon”).

- That certain unrecorded Lease and Mining Agreement dated as of December 28, 2011, as evidenced by that certain Memorandum of Lease and Mining Agreement December 28, 2011 and recorded December 30, 2011 in Book 559, Page 186, Document No. 363365, as amended by that certain Ratification and First Amendment to Lease and Mining Agreement dated December 8, 2015, as evidenced by the certain First Amendment to Memorandum of Lease and Mining Agreement dated December 8, 2015 and recorded December 30, 2015 in Book 610, Page 406, Document No. 380924 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 433, Document No. 380932 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “South Alma Sand Lease - Meek”).
- That certain unrecorded Lease and Mining Agreement dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 291, Document No. 369298 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 436, Document No. 380933 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Walasek Lease - Meek”).
- That certain unrecorded Lease and Mining Agreement dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 270, Document No. 369292 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Affidavit of Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 439, Document No. 380934 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the “Ace/Elsner Lease - Meek”).
- That certain unrecorded Lease and Mining Agreement dated as of November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 274, Document No. 369293 in the Office of Register of Deeds for Jackson County, Wisconsin, as amended by that certain unrecorded First Amendment to Lease and Mining Agreement dated December 10, 2015; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 415, Document No. 380926 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be

supplemented, amended, restated or otherwise modified from time to time (the "Laufenberg Lease – Meek").

- Those certain unrecorded Lease and Mining Agreements all dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 263, Document No. 369291 in the Office of Register of Deeds for Jackson County, Wisconsin; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 418, Document No. 380927 in the Office of Register of Deeds for Jackson County, Wisconsin (the "Dirk/Knoll Lease - Meek").
- That certain unrecorded Lease and Mining Agreement dated November 1, 2012, as evidenced by that certain Affidavit Regarding Lease and Mining Agreement dated March 8, 2013 and recorded March 25, 2013 in Book 576, page 283, Document No. 369296 in the Office of Register of Deeds for Jackson County, Wisconsin, as amended by that certain unrecorded First Amendment to Lease and Mining Agreement dated December 10, 2015; as assigned to Mortgagor as evidenced by that certain Corrected Affidavit and Notice of Assignment Regarding Lease and Mining Agreement dated December 10, 2015 and recorded December 30, 2015 in Book 610, page 421, Document No. 380928 in the Office of Register of Deeds for Jackson County, Wisconsin, as such agreement may be supplemented, amended, restated or otherwise modified from time to time (the "Dirk Lease - Meek").

EXHIBIT A

FEE SIMPLE TRACTS (Tracts 1–5)

Tract 1 (formerly Martin)

Lot 3 of Certified Survey Map #3678 as recorded in Volume 15 of Certified Survey Maps on Page 334 as Document #366958; being a part of Lot 1 of Certified Survey Map #1619 as recorded in Volume 7 of Certified Survey Maps on Page 190 as Document #283175; located in the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 of Section 35, Township 23 North, Range 4 West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel No.: 006-0578.0005

Tract 2 (formerly Matalas)

That part of the Northeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0614.0000

That part of the Northwest Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0615.0010

That part of Southeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0617.0000

Tract 3 (formerly Larsen)

That part of the West Half of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad.

AND that part of the Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad and North of the Centerline of Garage Road as presently located and travelled.

EXCEPT the following described parcels:

- 1) The Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West.
- 2) Commencing on the South line of said Section One, Township Twenty-two North, Range Four West at a point 168 feet West of the South Quarter corner of said Section One and the point of beginning of this EXCEPTION; thence North $00^{\circ}23'00''$ West 2062.8 feet to a fence line; thence North $86^{\circ}33'15''$ West, along said fence line, 726.4 feet thence North $19^{\circ}12'00''$ West, along said fence line, 257.00 feet; thence North $34^{\circ}33'00''$ West 292.00 feet; thence South $79^{\circ}10'00''$ West 414.7 feet, more or less, to the East right-of-way of the Union Pacific Railroad; thence Southeasterly 3173 feet, more or less, to the centerline of Garage Road as presently located and travelled; thence Easterly, along said centerline, to a point 188 feet West of the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West as measured perpendicular to said East line; thence North $00^{\circ}00'00''$ East 506.13 feet to the South line of said Section One, Township Twenty-two North, Range Four West; thence Easterly, along said South line, 20 feet to the point of beginning of this EXCEPTION. Bearings are referenced to the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve which is assumed to bear North $00^{\circ}00'00''$ East.

Tax Parcel No.: 006-0785.0020

Tract 4 (formerly Olson)

A Parcel of land being located in the Northeast Quarter of the Northeast Quarter of Section Two, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin described as follows: Beginning at the Northeast corner of said Section Two; thence South $00^{\circ}54'58''$ West, 179.07 feet to the Easterly Railroad right of way; thence North $19^{\circ}39'34''$ West along said right of way, 190.00 feet to the North line of said Section Two; thence North $89^{\circ}53'46''$ East along said North line, 66.78 feet to the point of beginning.

Tax Parcel No.: 006-0622.0005

Tract 5 (formerly Schneider)

PARCEL A: Part of the East One-half of the Southeast Quarter of Section Thirty-five and part of the Southwest Quarter of the Southwest Quarter of Section Thirty-six, Township Twenty-Three North, Range Four West, Town of Alma, Jackson County, Wisconsin, described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Southeast Quarter of Section Thirty-five and the point of beginning of this description; thence South $89^{\circ}53'46''$ West 66.78 feet to the Easterly right-of-way of the Union Pacific Railroad; thence North

19°39'34" West, along said right-of-way, 2801.67 feet to the North line of the Northeast Quarter of said Southeast Quarter of Section Thirty-five; thence North 89°28'31" East, along said North line, 837.74 feet; thence South 00°28'59" East 1473.27 feet; thence South 89°50'33" East 149.43 feet; thence South 19°39'34" East 1245.32 feet to the South line of said Southwest Quarter of the Southwest Quarter of Section 36; thence North 89°56'17" West, along said South line, 409.17 feet to the point of beginning.

Tax Parcel Nos.: 006-0586.0000; 006-0589.0000; 006-0600.0015; and 006-0600.0010

PARCEL B: The Fractional Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel: 006-0610.0000

AVON MINE TRACTS (Tracts 6 – 9)

Tract 6 (Massman Lease - Avon)

The following property located in Jackson County, Wisconsin:

The South 1/2 of the Southwest 1/4 of Section 33, Township 23 North, Range 4 West less and except Lots 1 and 2 Jackson County Certified Survey Map No. 869 as recorded in Volume 4 of Surveys, Page 143, Document No. 248354.

Tax Parcel Nos. 006-0552.0000 and 006-0553.0000

Tract 7 (South Alma Sand Lease - Avon)

A parcel of land located in Section 32, T23N-R4W, Town of Alma, Jackson County, Wisconsin, described as follows:

- 1) The N 1/2 of the SE 1/4 - NW 1/4 except the following described lands:
Lot 1 of CSM No. 1692 as recorded in Volume 7 of Surveys, Page 301, Document No. 285980.
- 2) The SW 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.
- 3) The SE 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.

Tax Parcel Nos.: 006-0529.0000; 006-0530.0000 and 006-0534.0000

Tract 8 (Lingo Lease - Avon)

The following property located in Jackson County, Wisconsin:

The Southeast 1/4 less and except Lot 1 and outlot 1 of Jackson County Certified Survey Map No. 1414 as recorded in Volume 6 of Surveys, page 150, Document No. 274115, being part of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 23 North, Range 4 West.

Tax Parcel Nos: 006-0539.0000; 006-0540.0000; 006-0541.0000; and 006-0542.0000

Tract 9 (Mahtowa Lease - Avon)

Parcel 1

Lot Three of Jackson County Certified Survey Map No. 3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897, being part of the Southeast Quarter of the Northwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Parcel 2

The Northeast Quarter of the Southwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT Lot One of Jackson County Survey Map #3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897.

Tax Parcel Nos.: 006-0534.0015 and 006-0535.0005

MEEK MINE TRACTS (Tracts 10 - 15)

Tract 10 (South Alma Sand Lease - Meek)

A parcel of land located in Section Nineteen, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, Described as follows:

1) The Northeast Quarter EXCEPT the following described lands: Beginning at the North quarter corner of said Section Nineteen; thence North 89°20'10" East, along the North line of the Northeast Quarter, 50.71 feet to point on Wisconsin Department of Transportation right-of-way project No. 7366-05-00; thence South 03°08'13" East, along said right of way project, 30.01 feet; thence South 85°43'11" East, along said right of way project, 148.42 feet; thence South 89°41'33" East, along said right of way project, 349.79 feet; thence South 86°14'09" East, along said right of way project, 250.95 feet; thence North 86°39'43" East, along said right of way project, 226.71 feet; thence South 16°32'49" West, 1,021.71 feet; thence South 87°06'48" West,

729.24 feet to the N-S quarter line of said Section Nineteen; thence North 00°25'00" West, along the N-S quarter line, 1,064.75 feet to the point of beginning.

ALSO EXCEPTING those lands conveyed for highway purposes as set forth in Volume 404 of Records, page 968, Document No. 307476.

ALSO EXCEPTING those lands as described in Volume 279 of Records, page 528, Document No. 241013.

ALSO EXCEPTING Lot One of Jackson County Certified Survey Map No. 1141, Document No. 261867.

- 2) The Southeast Quarter of the Northwest Quarter.
- 3) The Northeast Quarter of the Southwest Quarter.
- 4) The Northwest Quarter of the Southwest Quarter.
- 5) The Northwest Quarter of the Southeast Quarter.
- 6) The North ½ of the Southwest Quarter of the Southeast Quarter.
- 7) The North 201.3 feet of the Southwest Quarter of the Southwest Quarter.

Tax Parcel Nos. 006-0891.0000; 006-0892.0005; 006-0893.0000; 006-0894.0000; 006-0898.0000; 006-0899.0000; 006-0900.0010; 006-0900.0005; 006-0900.0000; 006-0904.0000; 006-0905.0000; and 006-0901.0000

Tract 11 (Walasek Lease - Meek)

The Northwest Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Also, a perpetual easement across the West two rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Also, the easement rights set forth in the easement executed by Robert F. and Jeannine Capaul, No. 213921 in the Office of the Register of Deeds for Jackson County, Wisconsin.

Also, a perpetual easement for access purposes over the North two rods of the Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Tax Parcel: 024-0373.0000

Tract 12 (Ace/Elsner Lease - Meek)

Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West, Jackson County, Wisconsin, subject to a perpetual easement across the North 2 rods of the Northeast Quarter of the Southeast Quarter.

Also, a 2 rod easement along or near the North line of the land and premises located in a part of the Northwest Quarter of the Southwest Quarter, Section Nineteen, Township Twenty-two North, Range Four West described as follows:

Commencing at a point 2 rods East of the Southeast corner of the properties owned by Ronald Bandell; thence South 2 rods; thence West to the West line of said forty; thence North to the Northwest corner of said forty; thence East along the North line of said forty to the point of beginning.

Also, a perpetual easement across the lands and premises located in the West 2 rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Tax Parcel: 024-0372.0000

Tract 13 (Laufenberg Lease - Meek)

The East One-half of the Southeast Quarter, Section Nineteen, Township Twenty-Two North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT:

1. Those lands located southeast of Blencoe Road.
2. Lot 1 of Volume 13 S CSM Pg. 399 as Doc. No. 347402 Map No. 3309.

Tax Parcel Nos: 006-0906.0005 and 006-0903.0000

Tract 14 (Dirk/Knoll Lease - Meek)

PARCEL A: Lot three of Jackson County Certified Survey Map No. 2987 as recorded in Volume Twelve of Surveys, Page 284, Document No. 333964; being a part of the Northeast Quarter of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West.

Tax Parcel No.: 002-0507.0000

PARCEL B: A part of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, described as follows: Beginning at a point on the North line of said Northeast Quarter which lies North 89°13'35" East, 952.63 feet from the Northwest corner thereof; thence North 89°13'35" East, 1682.06 feet to the Northeast corner thereof; thence South 01°45'22" East on the East line thereof, 1340.54 feet; thence South 89°13'35" West, 1682.06 feet; thence North 01°45'22" West, 1340.54 feet to the point of beginning, EXCEPT Lot Three of Jackson County Certified Survey Map No. 2987.

Tax Parcel No.: 002-0507.0005

PARCEL C: A part of the South One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, as described as follows:

Beginning at a point on the East line of said Northeast Quarter which lies South 01°45'22" East, 1340.54 feet from the Northeast corner thereof; thence South 01°45'22" East, 1287.41 feet to the Southeast corner thereof; thence South 88°42'55" West, 1316.39 feet, to the Southwest corner of the Southeast Quarter of the Northeast Quarter; thence South 88°39'43" West, 365.48 feet; thence North 01°45'22" West, 1302.76 feet; thence North 89°13'35" East 1682.06 feet to the point of beginning.

Tax Parcel No.: 002-0510.0000

Tract 15 (Dirk Lease - Meek)

A part of the West One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including part of Lots One and Two of Jackson County Certified Survey Map No. 635 and described as follows:

Beginning at a point on the North line of said Northwest Quarter which lies North 89 degrees 13'35" East, 436.00 feet from the Northeast corner thereof; thence North 89 degrees 13'35" East, 516.63 feet; thence South 01 degrees 45'22" East, 2643.30 feet, to the South line of the Southwest Quarter of the Northwest Quarter; thence South 88 degrees 39'43" West, 953.65 feet, to the Southwest corner thereof; thence North 01 degrees 43'54" West, 1816.71 feet, to a point which lies South 01 degrees 43'54" East 835.96 feet from the aforesaid Northwest corner; thence North 67 degrees 30'00" East, 361.76 feet; thence North 54 degrees 20'00" East, 195.00 feet; thence North 07 degrees 55'00" West, 595.00 feet to the point of beginning.

Tax Parcel No.: 002-0509.0000

20171454

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

FROM

SUPERIOR SILICA SANDS LLC
(Mortgagor)

TO

Diana Lansing, Trustee for the Benefit of
(Trustee)

U.S. BANK NATIONAL ASSOCIATION, as Agent
(Mortgagee)

April 12, 2017

(This document serves as a Fixture Filing under Section 9.502 of the Texas Business and Commerce Code)

Mortgagor's Organizational Identification Number is: 800987986

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL COVERED HEREBY.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING SAND) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF.

THIS INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN, AND IT IS TO BE FILED FOR RECORD AS A FIXTURE FILING, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTY CLERK OF THE COUNTIES LISTED ON EXHIBIT A HERETO.

20171454

Limestone County, Texas and Robertson County, Texas

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING GOODS WHICH ARE, OR ARE TO BECOME FIXTURES ON, THE REAL PROPERTY HEREIN DESCRIBED.

GRANTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED WHICH INTEREST IS DESCRIBED IN SECTION 1.12 OF THIS INSTRUMENT.

THIS INSTRUMENT IS TO BE FILED IN THE REAL ESTATE RECORDS FOR THE REAL PROPERTY CONSTITUTING COLLATERAL HEREUNDER LYING IN THE STATE OF TEXAS.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. A POWER OF SALE MAY ALLOW THE TRUSTEE OR MORTGAGEE TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS INSTRUMENT.

For purposes of filing this Deed of Trust as a financing statement, the mailing address of Mortgagor is 3014 LCR 704, Kosse, Texas 76653; the mailing address of Mortgagee is 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, as disbursing and collateral agent.

This instrument, prepared by Al Stemp, Esq., Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067, (310) 785-4600, contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by Applicable Law.

ATTENTION RECORDING OFFICERS: This instrument is a deed of trust and mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Exhibit A hereto or in instruments and documents described in such Exhibit A hereto.

RECORDED DOCUMENT SHOULD BE RETURNED TO:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Attn: Al Stemp

20171454

THIS SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may be amended, amended and restated, modified or supplemented from time to time, the "Deed of Trust") dated effective as of April 12, 2017 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), to Diana Lansing, as trustee ("Trustee"), for the benefit of U.S. BANK NATIONAL ASSOCIATION, as disbursing agent and collateral agent (in such capacity, the "Mortgagee"), for the lenders which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement") by and among Emerge Energy Services LP, a Delaware limited partnership (the "Parent Guarantor"), Emerge Energy Services Operating LLC, a Delaware limited liability company ("Emerge"), Mortgagor (Mortgagor, together with Emerge, and each Person joined to the First Lien Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "First Lien Lenders" and each individually a "First Lien Lender"), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent (the "First Lien Agent"), the First Lien Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the First Lien Credit Agreement ("First Lien Loan").

B. In connection with the First Lien Loans, Mortgagor granted to the First Lien Agent, on behalf of the First Lien Lenders, a first priority mortgage lien upon the Collateral (as defined below) pursuant to that certain Amended and Restated First Lien Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of June 27, 2014, and (i) recorded on July 3, 2014, as Document Number 2042179 in Volume 1239, Page 403, County Clerk, Robertson County, Texas, and (ii) recorded on July 1, 2014, as Document Number 20142461, County Clerk, Limestone County, Texas (the "First Lien Deed of Trust").

C. Pursuant to that certain Second Lien Security Agreement dated March 1, 2016 (the "CIT Security Agreement"), by and among Parent Guarantor, Emerge, Mortgagor, CIT Bank, N.A., a federally chartered national association ("CIT") and Mortgagee, as agent, Mortgagor agreed to secure its performance of the CIT Lease Obligations (as defined in the CIT Security Agreement) by granting a security interest in the Collateral.

D. In connection with the CIT Lease Obligations, Mortgagor granted to CIT a second priority mortgage lien upon the Collateral pursuant to that certain Second Lien Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of March 1, 2016 (the "CIT Deed of Trust").

20171454

E. Pursuant to that certain Second Lien Credit and Security Agreement dated as of April 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the defined terms of which are used herein unless otherwise defined herein, by and among Parent Guarantor, Emerge, Mortgagor (Mortgagor, together with Emerge and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the “Borrowers”, and each individually a “Borrower”), the lenders which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”), and U.S. Bank National Association, in its capacity as disbursing agent and collateral agent (the “Second Lien Agent”), the Lenders have agreed to make available to the Borrowers a term loan facility in accordance with the Credit Agreement.

F. Mortgagor acquired certain fee interests in Limestone County and Robertson County, Texas as more particularly described herein and on Exhibit A attached hereto.

G. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Deed of Trust.

H. This Deed of Trust is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

I. This Deed of Trust, and all rights and authority conveyed to Mortgagee hereby, shall be subordinate to the First Lien Deed of Trust for as long as the First Lien Deed of Trust is outstanding pursuant to that certain First Lien/Second Lien Intercreditor Agreement, dated as of April 12, 2017, among the First Lien Agent and the Second Lien Agent and acknowledged by the Borrowers and the Parent Guarantor (the “ABL/Term Intercreditor Agreement”).

J. Pursuant to that certain Subordination of Deed of Trust, dated as of the date hereof (the “Subordination Agreement”), by and between CIT and Mortgagee, CIT agrees to subordinate the CIT Deed of Trust, and all rights and authority conveyed to CIT thereby, to this Deed of Trust for as long as this Deed of Trust is outstanding.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Deed of Trust in favor of Trustee for the benefit of the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation,

20171454

processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Deed of Trust” shall have the meaning set forth in the preamble.

1.4 “Event of Default” shall have the meaning set forth in Section 6.1 hereof.

1.5 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.6 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.7 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.8 “Ineligible Property” means (a) any property of the Mortgagor to the extent that Mortgagor is prohibited from granting a Lien upon such property by reason of Applicable Law or regulation to which Mortgagor is subject, except to the extent such prohibition is ineffective under Sections 9.406, 9.407, 9.408 and 9.409 of the UCC, and (b) permits and licenses to the extent the grant of a security interest therein is prohibited under Applicable Law or regulation or by their express terms, except to the extent such prohibition is ineffective under Section 9.408 of the UCC.

1.9 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

20171454

1.10 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature now or hereafter located on any of the Realty Collateral affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.11 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A attached hereto and made a part hereof for all purposes, including surface and mineral rights therein and together with the Sand Properties and all unsevered, unextracted, and unmined Sand therein and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 “Rents” has the meaning set forth in the TARA and shall include all of Mortgagor’s right, title and interest, now owned or hereafter acquired in and to or relating to all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Realty Col-

20171454

lateral, or arising from the use or enjoyment of the Realty Collateral, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Realty Collateral, now due or which may become due or to which Mortgagor may now or hereafter shall become entitled.

1.14 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any property or properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Deed of Trust is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 “TARA” means the Texas Assignment of Rents Act, being Chapter 64 of the Texas Property Code, as in effect from time to time.

1.17 “UCC” means Uniform Commercial Code as in effect in Texas.

1.18 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the term “including” means “including without limitation.”

20171454

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** In consideration of the advance or extension by the Secured Parties to the Borrower of the funds or credit constituting the Obligations, and in further consideration of the mutual covenants contained herein, Mortgagor, by this Deed of Trust hereby GRANTS, CONVEYS, SELLS, TRANSFERS, ASSIGNS AND CONVEYS with a general warranty of title, and WITH THE POWER OF SALE, for the uses, purposes and conditions hereinafter set forth all of its right, title and interest in, to and relating to the Collateral unto Trustee, and to Trustee's successor or successors or substitutes IN TRUST, WITH POWER OF SALE, to secure the payment and performance of the Obligations for the benefit of Mortgagee and the ratable benefit of the Secured Parties.

TO HAVE AND TO HOLD, all of Mortgagor's rights, title and interest in, to and relating to the Collateral unto the Trustee and Trustee's successors or substitutes in trust and to Trustee's and their successors and assigns forever for the benefit of the Secured Parties, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and the performance of the covenants of Mortgagor contained in this Deed of Trust. Mortgagor does hereby bind itself, its successors and permitted assigns, to warrant and forever defend all and singular the Collateral unto the Trustee and Trustee's successors or substitutes in trust, and their successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Future Advances.** It is contemplated and acknowledged that the Obligations may include future advances from time to time, and that this Deed of Trust shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date. This Deed of Trust secures all future advances and obligations constituting Obligations.

2.3 **Security Interest.** For the same consideration and to further secure the Obligations, Mortgagor hereby grants to Mortgagee for its benefit and the ratable benefit of the other Secured Parties, a security interest in and to the Collateral, except that for purposes of this security interest, the term Collateral shall not include the Ineligible Property.

ARTICLE III Assignment of Rents and Leases

3.1 **Assignment of Leases, Rents, Profits, etc.** In consideration of the making of the Advances by the Lenders to the Borrower and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, transfers and as-

20171454

signs, in accordance with the TARA, to Mortgagee on behalf of the Secured Parties all of Mortgagor's right, title and interest in and to the Leases and the Rents. This assignment grants, and is intended to grant to Mortgagee on behalf of the Secured Parties, a presently effective first priority lien and security interest in the Leases and the Rents. So long as Mortgagor collects upon the Rents, Mortgagor agrees to collect and hold all Rents in trust for Mortgagee and to use the Rents for the payment of the cost of operating and maintaining the Collateral and for the payment of the other Obligations before using the Rents for any other purpose. Upon the occurrence of and during the continuation of an Event of Default, Mortgagee shall have all the rights and remedies and be entitled to all of the benefits of Section 64.053, Section 64.054, Section 64.055 and Section 64.057 of the TARA. Upon the occurrence of and during the continuation of an Event of Default, the Mortgagor hereby waives any right to withhold any amount permitted by the provisions of Section 64.060(a) of the TARA and, the provisions thereof notwithstanding, agrees that Mortgagor shall turn over Rents within ten (10) days after notice is received by the Mortgagor as provided in Section 7.13 hereof.

3.2 **Records**. Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed originals or, if acceptable to the Mortgagee, copies of all Leases and copies of all records relating thereto, if any.

3.3 **Merger**. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

3.4 **Right to Rely**. Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

ARTICLE IV **Mortgagor's Warranties and Covenants**

4.1 **Payment of Obligations**. Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Deed of Trust as and when due.

4.2 **Performance Under Documents**. Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Documents, and every instrument evidencing or securing the Obligations.

4.3 **Representations and Warranties**. Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Deed of Trust**. Mortgagor has good and indefeasible title to the Realty Collateral and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby

20171454

authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel.

(b) Regulatory Filings. All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

4.4 Compliance with Legal Requirements and Environmental Laws. Except as set forth in the Credit Agreement and Other Documents, the Collateral and the present use thereof presently comply with, and, except as set forth in the Credit Agreement and Other Documents, will continue to comply with all Applicable Law and Environmental Laws.

4.5 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Deed of Trust, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Deed of Trust, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Deed of Trust or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a second priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances.

4.6 Recording. Mortgagor shall, and Mortgagee (or any designee of Mortgagee) may, without obligation, (at Mortgagor's expense) record, register, deposit and file this Deed of Trust and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a second priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral.

4.7 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or

20171454

any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE V

Default

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an “Event of Default” under this Deed of Trust.

5.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Deed of Trust or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VI

Mortgagee's Rights

6.1 **Rights to Realty Collateral Upon Default.**

(a) **Operation of Property by Mortgagee.** Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

(i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

(ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appealable judgment by a court of competent jurisdiction; and

(iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

20171454

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Trustee and/or Mortgagee, in lieu of or in addition to exercising (to the extent permitted by Applicable Law) the power of sale provided herein, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Deed of Trust and the sale of the Collateral, or (iv) for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Texas, the Trustee may proceed by suit for a judicial sale of the Realty Collateral.

(c) Foreclosure by Private Power of Sale of Collateral. Upon the occurrence and during the continuance of any Event of Default, the Trustee, or any successor or substitute therefor, upon request and direction from Mortgagee, shall enforce this trust by invoking the power of sale and selling the Collateral (or any portion thereof) at public auction in accordance with Section 51.002 of the Texas Property Code, as amended from time to time (or any other or successor provisions of Texas law governing real property foreclosure sales) and in accordance with all other Applicable Law; and, after advertising the time, place (including the county where a portion of the Realty Collateral being sold is located) and the date of the sale of the particular Collateral being sold for at least twenty-one (21) days preceding the date of sale by posting and filing written or printed notice thereof in each county where a portion of the Realty Collateral being sold is located and by serving written or printed notice thereof on each debtor, Trustee shall sell the said Collateral described in the notice at public auction in accordance with such notice to the highest bidder for cash, selling all of said Collateral as an entirety or in such parcels as the Trustee acting may elect. Mortgagor hereby designates as Mortgagor's address for the purpose of notice the address set out in Section 8.13; provided that Mortgagor may by written notice to Mortgagee designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance binding Mortgagor and Mortgagor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or all of the Obligations are paid in full.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor-Trustee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that the Trustee may do in carrying out the Trustee's duties and obligations under this Deed of Trust, and, upon the occur-

20171454

rence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to, without obligation, execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Trustee. Upon any sale, it shall not be necessary for Trustee or any public officer acting under execution or by order of court, to have physically present or constructively in Trustee's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Receipt to Purchaser. Upon any sale made under the power of sale herein granted, the receipt of the Trustee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or purchasers, will not, after paying such purchase money and receiving such receipt of the Trustee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof.

(f) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Trustee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(g) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof, shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement.

(h) Mortgagor's Waiver of Appraisalment and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Deed of

20171454

Trust or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Texas, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Trustee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Trustee may direct.

(i) Other Waivers.

(i) Mortgagee may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Deed of Trust.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived to the fullest extent under Applicable Law, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived to the fullest extent under Applicable Law) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(j) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

6.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee or the Trustee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Deed of Trust. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable

20171454

notice will be met if such notice is mailed in accordance with Section 7.13 at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Deed of Trust and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 Rights to Fixture Collateral Upon Default. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 Other Rights. In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) pursuant to procedures provided by Applicable Law, institute proceedings for the complete foreclosure of this Deed of Trust in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Obligations then due and payable, subject to the continuing Lien of this Deed of Trust for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Deed of Trust; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

6.5 Account Debtors. Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

6.6 Costs and Expenses. All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

6.7 Set-Off. Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of

20171454

Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to the Deed of Trust.

6.8 Enforcement of Assignment of Rents and Leases. Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, upon the occurrence and during the continuance of an Event of Default, Mortgagee may, in accordance with the TARA:

(a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or landlord with respect to any Lease.

6.9 Tenancy at Will. In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

6.10 Performance by Mortgagee on Mortgagor's Behalf. Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

20171454

6.11 Rights and Remedies of Sureties. Mortgagor waives any right or remedy which Mortgagor may have or be able to assert pursuant to Chapter 43 of the Civil Practice and Remedies Code of the State of Texas pertaining to the rights and remedies of sureties.

ARTICLE VII
Miscellaneous

7.1 Successor Trustees. The Trustee may resign in writing addressed to Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed by Mortgagee. In case of the death, resignation or removal of the Trustee, a successor Trustee may be appointed by Mortgagee by instrument of substitution complying with any applicable requirements of law, and in the absence of any requirement, without other formality other than an appointment and designation in writing. The appointment and designation will vest in the named successor Trustee all the estate and title of the Trustee in all of the Collateral and all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee. All references herein to the Trustee will be deemed to refer to any successor Trustee from time to time acting hereunder.

7.2 Advances by Mortgagee. Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Deed of Trust, including such costs, expenses and attorney's fees incurred pursuant to Section 6.6 or Section 7.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.3 Defense of Claims. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's, the Trustee's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the sole judgment of Mortgagee, defend Mortgagor's, the Trustee's or Mortgagee's rights to the Collateral, the Trustee or Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, Mortgagee or the Trustee on behalf of Mortgagee, may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee or the Trustee pursuant to this Section 7.3 or in connection with the defense by Mortgagee of

20171454

any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Deed of Trust shall be paid by Mortgagor as provided in Section 7.2 above.

7.4 Termination. If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Trustee and Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments provided to it acknowledging satisfaction of this Deed of Trust.

7.5 Renewals, Amendments and Other Security. Without notice or consent of Mortgagor (except as required under the applicable Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Deed of Trust by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Trustee or Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Deed of Trust. This Deed of Trust may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

7.6 Security Agreement, Financing Statement and Fixture Filing. This Deed of Trust will be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT, THIS DEED OF TRUST IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL SAND AS AND AFTER EXTRACTED OR MINED, ALL ACCOUNTS ARISING FROM THE SALE THEREOF, ALL "AS-EXTRACTED" COLLATERAL, AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL.** This Deed of Trust shall be effective as a security instrument under the TARA with respect to the Leases and the Rents. This Deed of Trust shall be filed in the real estate records or other appropriate records of the county or counties in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the UCC records or other appropriate office of the state in which any Collateral is located. At Mortgagee's request, Mortgagor shall execute financing statements covering the Personalty Collateral, including all Sand mined, extracted, and sold, and Fixture Collateral, which financing statements may be filed in the UCC records or other appropriate office of the county or state in which any of the Collateral is located or in any other location permitted or required to perfect Mortgagee's security interest under the UCC. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time, to file in any Uniform Commercial

20171454

Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Deed of Trust. A photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement, subject to requirements of Applicable Law.

7.7 Unenforceable or Inapplicable Provisions. If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Trustee and Mortgagee in order to carry out the provisions hereof.

7.8 Rights Cumulative. Each and every right, power and remedy herein given to the Trustee or Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Trustee, or Mortgagee, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustee or by Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.9 Waiver by Mortgagee. Any and all covenants in this Deed of Trust may from time to time by instrument in writing by Mortgagee and the Required Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair either Trustee or Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.10 Terms. The term "Mortgagor" as used in this Deed of Trust will be construed as singular or plural to correspond with the number of persons executing this Deed of Trust as Mortgagor. If more than one person executes this Deed of Trust as Mortgagor, his, her, its, or their duties and liabilities under this Deed of Trust will be joint and several. The terms "Mortgagee," "Mortgagor" and "Trustee" as used in this Deed of Trust include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Deed of Trust which are not defined in the Credit Agreement but are defined in the UCC are used with the meanings therein defined.

7.11 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

7.12 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Texas.

7.13 Notice. All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

20171454

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com

with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: U.S. Bank National Association
214 N. Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: CDO Trust Services/James Hanley
Telephone: () -
Facsimile: (704) 335-4670
Email: agency.services@usbank.com

with a copy to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

20171454

Attention: Al Stemp, Esq.
Telephone: (310) 785-4775
Facsimile: (310) 785-4601
Email: albert.stemp@hoganlovells.com

7.14 Duties of Trustee. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental hereto, or to see to the payment of or be under any duty with respect to any tax or assessment or other governmental charge which may be levied or assessed on the Collateral, any part thereof, or against Mortgagor, or to see to the performance or observance by Mortgagor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Mortgagee. Trustee shall have the right to seek the advice of counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for Trustee's own gross negligence or willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine.

7.15 Condemnation. Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.16 Successors and Assigns.

(a) This Deed of Trust is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Deed of Trust shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them)

20171454

of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Deed of Trust. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Deed of Trust shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Deed of Trust only if such Person is also then a Lender or an Affiliate of a Lender.

7.17 Section Headings. The article and section headings in this Deed of Trust are inserted for convenience of reference and shall not be considered a part of this Deed of Trust or used in its interpretation.

7.18 Instrument Construed as Deed of Trust etc. This Deed of Trust may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.19 Usury Not Intended. It is the intent of Mortgagor and Mortgagee in the execution and performance of this Deed of Trust and the Credit Agreement to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Texas and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Deed of Trust or the Credit Agreement shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Deed of Trust or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggre-

20171454

gate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Deed of Trust or the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

7.20 Credit Agreement. To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Deed of Trust so that the terms and provisions of this Deed of Trust do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Deed of Trust conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Deed of Trust of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.21 Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens granted to the Mortgagee, as representative for the Lenders, pursuant to this Deed of Trust are expressly subject and subordinate to the Liens granted in favor of the First Lien Agent as and to the extent set forth in the ABL/Term Intercreditor Agreement and (ii) the exercise of any right or remedy by the Mortgagor hereunder is subject to the limitations and provisions of the ABL/Term Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, with respect to any Collateral, until the occurrence of the Discharge of Senior Lien Obligations, any obligation of any Credit Party under the Credit Agreement or under any other Security Document with respect to the delivery or control of any Collateral, the notation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be subject and subordinate to the rights of the First Lien Agent pursuant to the Senior Lien Collateral Documents (as such term is defined in the ABL/Term Intercreditor Agreement). To the extent that compliance by any Credit Party with any actions specified in the immediately preceding sentence would (x) conflict with the exercise of or direction by the First Lien Agent of comparable rights, (y) require delivery of Collateral which can only be delivered to one Person or (z) be, under Applicable Law, prohibited or unable to be

20171454

completed, then the applicable Credit Party shall not have to take any such actions so long as the applicable Credit Party is, with respect to clause (x), complying with the exercise of, or direction by, the First Lien Agent, with respect to clause (y), has delivered such collateral to the First Lien Agent or any of its agents, and, with respect to clause (z), only so long as Applicable Law would prevent such compliance. In the event of any conflict between the terms of (i) the Intercreditor Agreements and this Deed of Trust, the terms of the Intercreditor Agreements shall govern and control or (ii) the ABL/Term Intercreditor Agreement and the Junior Lien Intercreditor Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

7.22 Due Authorization. Mortgagor hereby represents, warrants and covenants to Trustee and Mortgagee that the obligations of Mortgagor under this Deed of Trust are the valid, binding and legally enforceable obligations of Mortgagor, that the execution and delivery of this Deed of Trust by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Deed of Trust on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Deed of Trust on Mortgagor's part to be observed or performed.

7.23 No Offsets, Etc. Mortgagor hereby represents, warrants and covenants to Trustee and Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Deed of Trust or the obligations secured thereby.

7.24 Bankruptcy Limitation. Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of the Collateral shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Deed of Trust in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Collateral pursuant to this Deed of Trust shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

7.25 Limitation on Liens; Transfer Restrictions.

(a) Except for the Permitted Encumbrances or to the extent permitted by the Credit Agreement, prior Liens and the Lien of this Deed of Trust, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all or any part of the Collateral.

20171454

7.25 **Entire Agreement.** THIS DEED OF TRUST, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

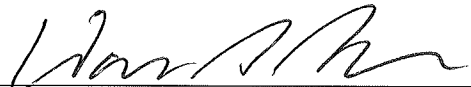
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

20171454

Executed in multiple originals and effective as of the Effective Date.

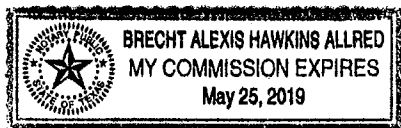
SUPERIOR SILICA SANDS LLC, a Texas
limited liability company

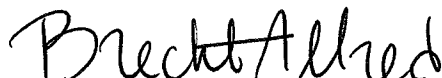
By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Warren B. Bonham
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF Tarrant §
§

This instrument was acknowledged before me on this 6 day of April, 2017, by Warren B. Bonham, as Vice President of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.




Notary Public in and for the
State of Texas

20171454

EXHIBIT A

Tract 1:

All that certain tract or parcel of land situated in Limestone County, Texas, being a part of the Luke Moore Survey, Abstract No. 387 being all of a called 224.352 acre tract conveyed from Silica Sand Investments, LP to Superior Silica Sands LLC by deed dated June 20, 2008 recorded in Volume 1283, Page 755 of the Real Property Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

Beginning at a found 5/8" iron rod at the intersection of the common line between the said Moore Survey, A-387 and the Luke Moore Survey, A-274 and the west right-of-way line of Limestone County Road 704, on the north line of a called 949.91 acre tract conveyed to Kelly G. Bounds and Katrina M. Bounds in Volume 1387, Page 318, for the southeast corner of this tract;

Thence S 57°31'34" W - 5175.93 feet along the said common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, the said north line of the said 949.91 acre tract to a found street car rail on the east line of the Joshua Hudson Survey, A-261, at an interior ell corner of the said 949.91 acre tract, for the southwest corner of this tract;

Thence N 32°16'14" W - 1654.59 feet continuing along the said north line of the 949.91 acre tract, the common line between the said Moore Survey, A-387 and the said Hudson Survey to a found 1/2" iron rod on the south line of a called 99.836 acre tract conveyed to Superior Silica Sands LLC in Volume 1283, Page 744, at the most westerly northeast corner of the said 949.91 acre tract, for the most southerly northwest corner of this tract;

Thence along the south and east lines respectively of the said 99.836 acre tract for the following courses and distances:

N 57°30'26" E - 1155.80 feet to a found 1/2" iron rod at the southeast corner of the said 99.836 acre tract, for an interior ell corner of this tract;

N 32°26'08" W - 374.75 feet to a found 1/2" iron rod at the southwest corner of a called 43.71 acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, for the most northerly northwest corner of this tract;

Thence N 57°32'03" E - 1071.57 feet along the south line of the said 43.71 acre tract to a found 1/2" iron rod at the southwest corner of a called 47.934 acre tract conveyed to Superior Silica Sands LLC in Volume 1283, Page 761, at the southeast corner of the said 43.71 acre tract, for an interior ell corner of this tract;

Thence N 57°31'27" E - 2797.95 feet along the south lines of the said 47.934 acre tract and a called 25.786 acre tract conveyed to Ben F. Ritchie in Volume 719, Page 388 respectively to a found 1/2" iron rod on the west right-of-way line of Limestone County Road 704, at the southeast corner of the said 25.786 acre tract, for the northeast corner of this tract;

20171454

Thence along the said west right-of-way line of Limestone County Road 704 for the following courses and distances:

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

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

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

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

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

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

S 46°53'04" E - 587.80 feet to the POINT OF BEGINNING containing within these metes and bounds 224.352 acres of land, more or less.

Tract 2:

All that certain tract or parcel of land situated in Limestone County, Texas, being a part of the Luke Moore Survey, Abstract No. 387, and a part of the J.M. Hooper Survey, A-235, being all of a called 47.934 acre tract conveyed from Douglas Keith Blair, et ux to Superior Silica Sands LLC by deed dated June 19, 2008 recorded in Volume 1283, Page 761 of the Real Property Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 90d nail on the south right-of-way line of Limestone County Road 700, at the northwest corner of a called 37.86 acre tract conveyed to Luther A. Bell in Volume 729, Page 728, for the northeast corner of this tract;

Thence S 32°27'39" E - 1898.34 feet along the west lines of the said 34.86 acre tract and a called 25.786 acre tract conveyed to Ben F. Ritchie in Volume 719, Page 388 to a found 5/8" iron rod on the north line of a called 224.352 acre tract conveyed to Superior Silica Sands LLC recorded in Volume 1283, Page 755, at the southwest corner of the said 25.786 acre tract, for the southeast corner of this tract;

Thence S 57°31'27" W - 1101.05 feet along the north line of the said 224.352 acre tract to a found 1/2" iron rod at the southeast corner of a called 43.71 acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, for the southwest corner of this tract;

Thence N 32°25'05" W - 1896.83 feet along the east line of the said 43.71 acre tract to a found 5/8" iron rod on the said south right-of-way line of Limestone County Road 700, at the northeast corner of the said 43.71 acre tract, for the northwest corner of this tract;

Exhibit A

20171454

Thence N 57°26'43" E - 1099.63 feet along the said south right-of-way line of Limestone County Road 700 to the POINT OF BEGINNING containing within these metes and bounds 47.934 acres of land, more or less.

SAVE AND EXCEPT all that certain tract of land, being a part of the John M. Hooper Survey containing 10.010 acres more fully described in deed dated May 14, 2014, from Superior Silica Sands, LLC, to Simmie Fuller and Amber Fuller, of record in Document No. 20142100, of the Real Property Records of Limestone County, Texas.

Tract 3:

All that certain tract or parcel of land situated in Limestone County, Texas and Robertson County, Texas, being a part of the Luke Moore Survey, Abstract No. 274 being all of a called 3.569 acre tract conveyed from Texas Sports Sands, Inc. to Superior Silica Sands LLC by deed dated June 20, 2008 recorded in Volume 1283, Page 739 of the Official Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1/2" iron rod on the west line of the W.S. Armstrong Survey, A-43, on the south line of a called 118.976 acre tract conveyed to John Michael Chatagnier and Cynthia Chatagnier in Volume 1136, Page 524, at the southeast corner of the Luke Moore Survey, A-387, at the northwest corner of a called 98.723 acre tract conveyed to Oma Swearingen in Volume 730, Page 317 (Official Records of Robertson County), for the common northeast corner of the said Moore Survey, A-274 and of this tract;

Thence S 31°40'45" E - 1018.95 feet along the common line between the said Moore Survey, A-274 and the said Armstrong Survey, the west line of the said 98.723 acre tract to a point within Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road), on the east line of a called 949.91 acre tract conveyed to Kelly G. Bounds and Katrina M. Bounds in Volume 1387, Page 318, for the south corner of this tract from which a found 5/8" iron rod on the northeast right-of-way line of the said Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road bears: N 31°40'45" W - 97.15 feet);

Thence N 48°24'47" W - 1059.68 feet within the said Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road), along the east line of the said 949.91 acre tract to a point on the common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, at the most easterly northeast corner of the said 949.91 acre tract, for the northwest corner of this tract from which a found 5/8" iron rod for reference bears: N 57°32'33" E - 29.20 feet;

Thence N 57°32'33" E - 305.14 feet along the said common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, the prolongation of and the south line of the said 118.976 acre tract to the POINT OF BEGINNING containing within these metes and bounds 3.569 acres of land of which 0.650 acres lies within the said Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road).

Exhibit A

20171454

Tract 4:

All that certain tract or parcel of land situated in Limestone County, Texas, being apart of the Luke Moore Survey, Abstract No. 387, a part of the J.M. Hooper Survey, A-235 and a part of the T.H. Duggan Survey, A-159, being all of a called 99.836 acre tract (Parcel B) conveyed from Sport Sand Investments, LP to Superior Silica Sands LLC by deed dated June 20, 2008 recorded in Volume 1283, Page 744 of the Official Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set 5/8" iron rod on the south right-of-way line of Limestone County Road 700, at the northeast corner of a called 25.00 acre tract conveyed to Donnie K. Hall and Lisa R. Hall in Volume 1178, Page 372, for the most northerly northwest corner of this tract;

Thence N 57°36'20" E - 837.77 feet along the said south right-of-way line of Limestone County Road 700 to a found 5/8" iron rod at the northwest corner of a called 50 acre tract (Undivided 50% Interest) conveyed to Carlton Kim Smitherman in Volume 1223, Page 415, for the most northerly northeast corner of this tract;

Thence S 32°23'40" E - 1298 .80 feet along the west line of the said 50 acre tract to a found 8" treated fence corner post at the southwest corner of the said 50 acre tract, for an interior ell corner of this tract;

Thence N 57°36'52" E - 1675.78 feet along the south lines of the said 50 acre tract and a called 17.01 acre tract conveyed to Christopher J. Smitherman in Volume 1223, Page 420 to a found 1/2" iron rod on the west line of a called 43.71 acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, at the southeast corner of the said 17.01 acre tract, for the most southerly northeast corner of this tract;

Thence S 32°31'46" E - 596.77 feet along the west line of the said 43.71 acre tract to a found 1/2" iron rod at the most northerly northwest corner of a called 224.352 acre tract conveyed to Superior Silica Sands LLC in Volume 1283, Page 755, at the southwest corner of the said 43.71 acre tract, for an exterior ell corner of this tract;

Thence along the north line of the said 224.352 acre tract for the following courses and distances:

S 32°26'08" E - 374.75 feet to a found 1/2" iron rod at an interior ell corner of the said 224.352 acre tract, for the southeast corner of this tract;

S 57°30'26" W - 1155.80 feet to a found 1/2" iron rod on the common line between the said Moore Survey and the Joshua Hudson Survey, A-261, at the most westerly northeast corner of a called 949.91 acre tract conveyed to Kelly G. Bounds and Katrina M. Bounds in Volume 1387, Page 318, at the most southerly northwest corner of the said 224.352 acre tract, for an exterior ell corner of this tract;

Exhibit A

20171454

Thence S 57°36'20" W - 2195.24 feet along the common line between the said Hudson Survey and the said Hooper Survey and the said Duggan Survey respectively, the north line of the said 949.91 acre tract to a found 5/8" iron rod at the southeast corner of a called 71.833 acre tract conveyed to Garry L. Doerre, et ux in Volume 507, Page 224, for the southwest corner of this tract;

Thence N 32°24'31" W - 973.39 feet along the east line of the said 71.833 acre tract to a set 5/8" iron rod at the northeast corner of the said 71.833 acre tract, the southeast corner of a called 35 acre tract conveyed to Tressie L. Barkley in Volume 952, Page 028, at the southwest corner of the said 25.00 acre tract, for the most southerly northwest corner of this tract;

Thence N 57°35'54" E - 836.37 feet along the south line of the said 25.00 acre tract to a found 1/2" iron rod at the southeast corner of the said 25.00 acre tract, for an interior ell corner of this tract;

Thence N 32°24'31" W - 1299.07 feet along the east line of the said 25.00 acre tract to the POINT OF BEGINNING containing within these metes and bounds 99.836 acres or land, more or less.

NOTE: Company does not represent that the above acreage and/or square footage calculations are correct.

NOTE: Property ID's: R115632; R9118; R8891; R122958; R54062; R54063 and R9211

Filed for Record in:
Limestone County

On: Apr 17, 2017 at 10:22A

By: Lederle Salazar

STATE OF TEXAS

COUNTY OF LIMESTONE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded in the named records of:
Limestone County as stamped hereon by me.

Apr 17, 2017

Peggy Beck, County Clerk
Limestone County

Exhibit A

Robertson County

Stephanie M. Sanders
Robertson County Clerk
Franklin, Texas

Document Number: 2017-20171194

Recorded As : EREC-RECORDINGS

Recorded On: April 21, 2017

Recorded At: 02:32:51 pm

Number of Pages: 32

Book-VI/Pg: Bk-OR VI-1318 Pg-260

Recording Fee: \$146.00

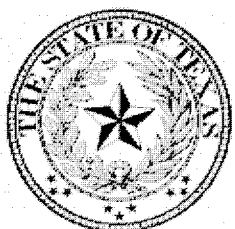
Parties:

Direct-
Indirect-

Receipt Number: 112027

Processed By: Carol Bancroft

THIS PAGE IS PART OF THE INSTRUMENT



20171454

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

FROM

SUPERIOR SILICA SANDS LLC
(Mortgagor)

TO

Diana Lansing, Trustee for the Benefit of
(Trustee)

U.S. BANK NATIONAL ASSOCIATION, as Agent
(Mortgagee)

April 12, 2017

(This document serves as a Fixture Filing under Section 9.502 of the Texas Business and Commerce Code)

Mortgagor's Organizational Identification Number is: 800987986

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF COLLATERAL COVERED HEREBY.

THIS INSTRUMENT COVERS THE INTEREST OF MORTGAGOR IN MINERALS OR THE LIKE (INCLUDING SAND) BEFORE EXTRACTION AND THE SECURITY INTEREST CREATED BY THIS INSTRUMENT ATTACHES TO SUCH MINERALS AS EXTRACTED AND TO THE ACCOUNTS RESULTING FROM THE SALE THEREOF.

THIS INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN, AND IT IS TO BE FILED FOR RECORD AS A FIXTURE FILING, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTY CLERK OF THE COUNTIES LISTED ON EXHIBIT A HERETO.

20171454

Limestone County, Texas and Robertson County, Texas

THIS INSTRUMENT IS, AMONG OTHER THINGS, A FINANCING STATEMENT UNDER THE UNIFORM COMMERCIAL CODE COVERING GOODS WHICH ARE, OR ARE TO BECOME FIXTURES ON, THE REAL PROPERTY HEREIN DESCRIBED.

GRANTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND IMMOVABLE PROPERTY CONCERNED WHICH INTEREST IS DESCRIBED IN SECTION 1.12 OF THIS INSTRUMENT.

THIS INSTRUMENT IS TO BE FILED IN THE REAL ESTATE RECORDS FOR THE REAL PROPERTY CONSTITUTING COLLATERAL HEREUNDER LYING IN THE STATE OF TEXAS.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. A POWER OF SALE MAY ALLOW THE TRUSTEE OR MORTGAGEE TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS INSTRUMENT.

For purposes of filing this Deed of Trust as a financing statement, the mailing address of Mortgagor is 3014 LCR 704, Kosse, Texas 76653; the mailing address of Mortgagee is 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, as disbursing and collateral agent.

This instrument, prepared by Al Stemp, Esq., Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, CA 90067, (310) 785-4600, contains after-acquired property provisions and covers future advances and proceeds to the fullest extent allowed by Applicable Law.

ATTENTION RECORDING OFFICERS: This instrument is a deed of trust and mortgage of both real and personal property and is, among other things, a Security Agreement and Financing Statement under the Uniform Commercial Code. This instrument creates a lien on rights in or relating to lands of Mortgagor which are described in Exhibit A hereto or in instruments and documents described in such Exhibit A hereto.

RECORDED DOCUMENT SHOULD BE RETURNED TO:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Attn: Al Stemp

20171454

THIS SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may be amended, amended and restated, modified or supplemented from time to time, the "Deed of Trust") dated effective as of April 12, 2017 ("Effective Date") is executed and delivered by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), to Diana Lansing, as trustee ("Trustee"), for the benefit of U.S. BANK NATIONAL ASSOCIATION, as disbursing agent and collateral agent (in such capacity, the "Mortgagee"), for the lenders which are now or which hereafter become a party to the Credit Agreement (as defined below) (collectively, the "Lenders" and each individually a "Lender").

RECITALS

A. Pursuant to that certain Amended and Restated Revolving Credit and Security Agreement dated of June 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement") by and among Emerge Energy Services LP, a Delaware limited partnership (the "Parent Guarantor"), Emerge Energy Services Operating LLC, a Delaware limited liability company ("Emerge"), Mortgagor (Mortgagor, together with Emerge, and each Person joined to the First Lien Credit Agreement, as a borrower from time to time, collectively, the "Borrowers", and each individually a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "First Lien Lenders" and each individually a "First Lien Lender"), and PNC Bank, National Association, in its capacity as administrative agent and collateral agent (the "First Lien Agent"), the First Lien Lenders have agreed to make to or for the account of the Borrowers certain loans and issue certain Letters of Credit in accordance with the First Lien Credit Agreement ("First Lien Loan").

B. In connection with the First Lien Loans, Mortgagor granted to the First Lien Agent, on behalf of the First Lien Lenders, a first priority mortgage lien upon the Collateral (as defined below) pursuant to that certain Amended and Restated First Lien Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of June 27, 2014, and (i) recorded on July 3, 2014, as Document Number 2042179 in Volume 1239, Page 403, County Clerk, Robertson County, Texas, and (ii) recorded on July 1, 2014, as Document Number 20142461, County Clerk, Limestone County, Texas (the "First Lien Deed of Trust").

C. Pursuant to that certain Second Lien Security Agreement dated March 1, 2016 (the "CIT Security Agreement"), by and among Parent Guarantor, Emerge, Mortgagor, CIT Bank, N.A., a federally chartered national association ("CIT") and Mortgagee, as agent, Mortgagor agreed to secure its performance of the CIT Lease Obligations (as defined in the CIT Security Agreement) by granting a security interest in the Collateral.

D. In connection with the CIT Lease Obligations, Mortgagor granted to CIT a second priority mortgage lien upon the Collateral pursuant to that certain Second Lien Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Rents and Leases, dated as of March 1, 2016 (the "CIT Deed of Trust").

20171454

E. Pursuant to that certain Second Lien Credit and Security Agreement dated as of April 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the defined terms of which are used herein unless otherwise defined herein, by and among Parent Guarantor, Emerge, Mortgagor (Mortgagor, together with Emerge and each Person joined to the Credit Agreement, as a borrower from time to time, collectively, the “Borrowers”, and each individually a “Borrower”), the lenders which are now or which hereafter become a party thereto (collectively, the “Lenders” and each individually a “Lender”), and U.S. Bank National Association, in its capacity as disbursing agent and collateral agent (the “Second Lien Agent”), the Lenders have agreed to make available to the Borrowers a term loan facility in accordance with the Credit Agreement.

F. Mortgagor acquired certain fee interests in Limestone County and Robertson County, Texas as more particularly described herein and on Exhibit A attached hereto.

G. It is a condition to the obligations of the Lenders to make the loans under the Credit Agreement that the Mortgagor execute and deliver the applicable Other Documents, including this Deed of Trust.

H. This Deed of Trust is given by the Mortgagor in favor of the Mortgagee for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

I. This Deed of Trust, and all rights and authority conveyed to Mortgagee hereby, shall be subordinate to the First Lien Deed of Trust for as long as the First Lien Deed of Trust is outstanding pursuant to that certain First Lien/Second Lien Intercreditor Agreement, dated as of April 12, 2017, among the First Lien Agent and the Second Lien Agent and acknowledged by the Borrowers and the Parent Guarantor (the “ABL/Term Intercreditor Agreement”).

J. Pursuant to that certain Subordination of Deed of Trust, dated as of the date hereof (the “Subordination Agreement”), by and between CIT and Mortgagee, CIT agrees to subordinate the CIT Deed of Trust, and all rights and authority conveyed to CIT thereby, to this Deed of Trust for as long as this Deed of Trust is outstanding.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor (a) wishes to make this Deed of Trust in favor of Trustee for the benefit of the Mortgagee to secure the Obligations, and (b) hereby agrees as follows:

ARTICLE I

Definitions

1.1 “Collateral” means the Realty Collateral, Personalty Collateral and Fixture Collateral, but excluding the Excluded Collateral (as defined in the Credit Agreement).

1.2 “Contracts” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all contracts, agreements, operating agreements, sharing agreements, mineral purchase agreements, contracts for the purchase, exchange, transportation,

20171454

processing or sale of Sand, rights-of-way, easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights, mineral rights, development rights, utility commitments, surface leases, equipment leases, permits, franchises, licenses, and orders now or hereafter affecting any of the Sand Properties, Operating Equipment, Fixture Operating Equipment, or Sand now or hereafter covered hereby, or which are useful or appropriate in mining for, extracting, producing, treating, handling, storing, transporting or marketing Sand or other minerals produced or mined from any of the Sand Properties, and all as such contracts and agreements may be amended, restated, modified, substituted or supplemented from time to time.

1.3 “Deed of Trust” shall have the meaning set forth in the preamble.

1.4 “Event of Default” shall have the meaning set forth in Section 6.1 hereof.

1.5 “Fixture Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all fixtures and Improvements, including without limitation, all Fixture Operating Equipment, and all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions thereof, thereto or therefor.

1.6 “Fixture Operating Equipment” means any of the items described in the first sentence of Section 1.9 which as a result of being incorporated into realty or structures or improvements located therein or thereon constitute fixtures under the laws of the state in which such equipment is located.

1.7 “Improvements” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to all improvements now or hereafter attached to or placed, erected, constructed or developed on the Realty Collateral.

1.8 “Ineligible Property” means (a) any property of the Mortgagor to the extent that Mortgagor is prohibited from granting a Lien upon such property by reason of Applicable Law or regulation to which Mortgagor is subject, except to the extent such prohibition is ineffective under Sections 9.406, 9.407, 9.408 and 9.409 of the UCC, and (b) permits and licenses to the extent the grant of a security interest therein is prohibited under Applicable Law or regulation or by their express terms, except to the extent such prohibition is ineffective under Section 9.408 of the UCC.

1.9 “Leases” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to any and all existing and future leases, including subleases of any such lease (whether or not designated as subleases), license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Collateral or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the lessees of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

20171454

1.10 “Operating Equipment” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to surface or subsurface machinery, equipment, facilities, supplies or other property of whatsoever kind or nature now or hereafter located on any of the Realty Collateral affected by the Sand Properties which are useful for the mining, extraction, production, treatment, storage or transportation of Sand, including all water wells, platforms, risers, towers, separators, gas systems, water systems, supplies, power plants, poles, cables, wires, meters, processing plants, compressors, lines, transformers, starters and controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, roads, loading racks, shipping facilities and all additions, substitutes and replacements for, and accessories and attachments to, any of the foregoing. Operating Equipment shall not include any items incorporated into realty or structures or improvements located therein or thereon in such a manner that they no longer remain personalty under the laws of the state in which such equipment is located.

1.11 “Personalty Collateral” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all Operating Equipment, (b) all Sand severed, extracted, or mined from or attributable to the Sand Properties, including Sand in silos and all other “as-extracted” collateral, (c) all accounts, contract rights and general intangibles attributable to the Sand Properties, including all accounts, contract rights and general intangibles now or hereafter arising regardless of whether any of the foregoing is in connection with (i) the sale or other disposition of any Sand or otherwise, including all Liens securing the same, or (ii) any of the Contracts, including all Liens securing the same, (d) all proceeds and products of the Realty Collateral and any other contracts or agreements, (e) all information concerning the Sand Properties and all Sand and Sand mines located thereon, including abstracts of title, title opinions, geological and geophysical information and logs, lease files, mining files, and other books and records (including computerized records and data), (f) any options to acquire Realty Collateral, (g) all equipment, fixtures, furnishings, and articles of personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which equipment, fixtures, furnishings and articles of personal property have or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Realty Collateral or Improvements, and (h) all proceeds, products, renewals, increases, profits, substitutions, replacements, additions, amendments and accessions of, to or for any of the foregoing.

1.12 “Realty Collateral” means (a) all of Mortgagor’s right, title and interest, now owned or hereafter acquired in and to or relating to the land and leases described on Exhibit A attached hereto and made a part hereof for all purposes, including surface and mineral rights therein and together with the Sand Properties and all unsevered, unextracted, and unmined Sand therein and (b) Mortgagor’s rights related to any streets, ways, alleys, strips, and gores of land adjoining the land described on Exhibit A.

1.13 “Rents” has the meaning set forth in the TARA and shall include all of Mortgagor’s right, title and interest, now owned or hereafter acquired in and to or relating to all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Realty Col-

20171454

lateral, or arising from the use or enjoyment of the Realty Collateral, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Realty Collateral, now due or which may become due or to which Mortgagor may now or hereafter shall become entitled.

1.14 “Sand” means sand and all products, by-products, and other substances derived therefrom or the processing thereof, and all other minerals and substances produced in conjunction with such substances, and any and all minerals, ores, or substances of value and the products and proceeds therefrom.

1.15 “Sand Property” or “Sand Properties” means all of Mortgagor’s right, title and interest now owned or hereafter acquired in and to or relating to (a) all or any part of the land described in Exhibit A attached hereto and made a part hereof for all purposes, (b) the mineral leases and leasehold interests, fee mineral interests, term mineral interests, subleases, royalties, overriding royalties, net profits interests, production payments and similar interests or estates described in Exhibit A and any reversionary or carried interests relating to any of the foregoing, (c) any and all non-consent interests owned or held by, or otherwise benefiting, Mortgagor and arising out of, or pursuant to, any of the Contracts, (d) any of the estates, property rights or other interests referred to above, (e) any and all rights, titles and interests of Mortgagor (which are similar in nature to any rights, titles and interests described in clauses (a) through (d) above) which are located on or under or which concern any property or properties located in counties referenced in Exhibit A hereto or counties in which a counterpart of this Deed of Trust is filed of record in the real property records of such county, (f) any instrument executed in amendment, correction, modification, confirmation, renewal or extension of the same, and (g) all tenements, hereditaments and appurtenances now existing or hereafter obtained in connection with any of the aforesaid, including any rights arising under communitization agreements, orders or other arrangements.

1.16 “TARA” means the Texas Assignment of Rents Act, being Chapter 64 of the Texas Property Code, as in effect from time to time.

1.17 “UCC” means Uniform Commercial Code as in effect in Texas.

1.18 All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement. All meanings to defined terms, unless otherwise indicated, are to be equally applicable to both the singular and plural forms of the terms defined. Article, Section, Schedule, and Exhibit references are to Articles and Sections of and Schedules and Exhibits to this Deed of Trust, unless otherwise specified. All references to instruments, documents, contracts, and agreements are references to such instruments, documents, contracts, and agreements as the same may be amended, supplemented, and otherwise modified from time to time, unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust. As used herein, the term “including” means “including without limitation.”

20171454

ARTICLE II Creation of Security

2.1 **Conveyance and Grant of Lien.** In consideration of the advance or extension by the Secured Parties to the Borrower of the funds or credit constituting the Obligations, and in further consideration of the mutual covenants contained herein, Mortgagor, by this Deed of Trust hereby GRANTS, CONVEYS, SELLS, TRANSFERS, ASSIGNS AND CONVEYS with a general warranty of title, and WITH THE POWER OF SALE, for the uses, purposes and conditions hereinafter set forth all of its right, title and interest in, to and relating to the Collateral unto Trustee, and to Trustee's successor or successors or substitutes IN TRUST, WITH POWER OF SALE, to secure the payment and performance of the Obligations for the benefit of Mortgagee and the ratable benefit of the Secured Parties.

TO HAVE AND TO HOLD, all of Mortgagor's rights, title and interest in, to and relating to the Collateral unto the Trustee and Trustee's successors or substitutes in trust and to Trustee's and their successors and assigns forever for the benefit of the Secured Parties, together with all and singular the rights, hereditaments and appurtenances thereto in anywise appertaining or belonging, to secure payment of the Obligations and the performance of the covenants of Mortgagor contained in this Deed of Trust. Mortgagor does hereby bind itself, its successors and permitted assigns, to warrant and forever defend all and singular the Collateral unto the Trustee and Trustee's successors or substitutes in trust, and their successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Subject, however, to the condition that none of the Mortgagee or the other Secured Parties shall be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Collateral under any contract, agreement, or any other document to which the Mortgagor and a Person other than a Secured Party are party. It is Mortgagor's intention that this instrument cover Mortgagor's entire interest in the lands, leases, units and other interests, if any, set forth in Exhibit A.

2.2 **Future Advances.** It is contemplated and acknowledged that the Obligations may include future advances from time to time, and that this Deed of Trust shall have effect as of the date hereof to secure all Obligations, regardless of whether any amounts are advanced on the date hereof or on a later date. This Deed of Trust secures all future advances and obligations constituting Obligations.

2.3 **Security Interest.** For the same consideration and to further secure the Obligations, Mortgagor hereby grants to Mortgagee for its benefit and the ratable benefit of the other Secured Parties, a security interest in and to the Collateral, except that for purposes of this security interest, the term Collateral shall not include the Ineligible Property.

ARTICLE III Assignment of Rents and Leases

3.1 **Assignment of Leases, Rents, Profits, etc.** In consideration of the making of the Advances by the Lenders to the Borrower and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, transfers and as-

20171454

signs, in accordance with the TARA, to Mortgagee on behalf of the Secured Parties all of Mortgagor's right, title and interest in and to the Leases and the Rents. This assignment grants, and is intended to grant to Mortgagee on behalf of the Secured Parties, a presently effective first priority lien and security interest in the Leases and the Rents. So long as Mortgagor collects upon the Rents, Mortgagor agrees to collect and hold all Rents in trust for Mortgagee and to use the Rents for the payment of the cost of operating and maintaining the Collateral and for the payment of the other Obligations before using the Rents for any other purpose. Upon the occurrence of and during the continuation of an Event of Default, Mortgagee shall have all the rights and remedies and be entitled to all of the benefits of Section 64.053, Section 64.054, Section 64.055 and Section 64.057 of the TARA. Upon the occurrence of and during the continuation of an Event of Default, the Mortgagor hereby waives any right to withhold any amount permitted by the provisions of Section 64.060(a) of the TARA and, the provisions thereof notwithstanding, agrees that Mortgagor shall turn over Rents within ten (10) days after notice is received by the Mortgagor as provided in Section 7.13 hereof.

3.2 **Records**. Upon written request by Mortgagee, Mortgagor shall promptly deliver to Mortgagee executed originals or, if acceptable to the Mortgagee, copies of all Leases and copies of all records relating thereto, if any.

3.3 **Merger**. There shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Realty Collateral without the prior written consent of Mortgagee.

3.4 **Right to Rely**. Mortgagor hereby directs the lessees under the Leases to pay Rents, if any, to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, and the lessees may rely upon any written statement delivered by Mortgagee to the lessees.

ARTICLE IV **Mortgagor's Warranties and Covenants**

4.1 **Payment of Obligations**. Mortgagor covenants that Mortgagor shall timely pay and perform the Obligations secured by this Deed of Trust as and when due.

4.2 **Performance Under Documents**. Mortgagor shall perform, observe and comply with, or cause to be performed, observed, and complied with, all provisions hereof, of the Documents, and every instrument evidencing or securing the Obligations.

4.3 **Representations and Warranties**. Mortgagor represents and warrants as follows:

(a) **Title to Realty Collateral and Lien of this Deed of Trust**. Mortgagor has good and indefeasible title to the Realty Collateral and the Improvements, and good and marketable title to all equipment, fixtures, furnishings, and articles of personal property constituting Fixture Collateral or Personalty Collateral, free and clear of any material liens, charges, encumbrances, security interests, and adverse claims whatsoever (other than Permitted Encumbrances). If the interest of Mortgagee in the Collateral or any part thereof shall be endangered or shall be attacked, directly or indirectly, Mortgagor hereby

20171454

authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel.

(b) Regulatory Filings. All necessary and material regulatory filings have been properly made in connection with the completion and operation of the mines on or attributable to the Sand Properties and all other operations related thereto.

4.4 Compliance with Legal Requirements and Environmental Laws. Except as set forth in the Credit Agreement and Other Documents, the Collateral and the present use thereof presently comply with, and, except as set forth in the Credit Agreement and Other Documents, will continue to comply with all Applicable Law and Environmental Laws.

4.5 Further Assurances.

(a) Mortgagor covenants that Mortgagor shall execute and deliver such other and further instruments, and shall do such other and further acts as in the opinion of Mortgagee, in its reasonable discretion, may be necessary or desirable to carry out more effectively the purposes of this Deed of Trust, including without limiting the generality of the foregoing, (i) prompt correction of any defect in the execution or acknowledgment of this Deed of Trust, any written instrument comprising part or all of the Obligations, or any other document used in connection herewith; (ii) prompt correction of any material defect which may hereafter be discovered in the title to the Collateral (excluding Permitted Encumbrances); and (iii) prompt payment when due and owing of all taxes, assessments and governmental charges imposed on this Deed of Trust or upon the interest of Mortgagee.

(b) Mortgagor covenants that Mortgagor shall maintain and preserve the Lien and security interest herein created as a second priority security interest so long as any of the Obligations remain unpaid, except for Permitted Encumbrances.

4.6 Recording. Mortgagor shall, and Mortgagee (or any designee of Mortgagee) may, without obligation, (at Mortgagor's expense) record, register, deposit and file this Deed of Trust and every other instrument in addition or supplement hereto, including applicable financing statements, in such offices and places within the state where the Collateral is located and at such times and as often as may be necessary to preserve, protect and renew the lien and security interest herein created as a second priority security interest on real or personal property as the case may be, and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any legal requirement for the purpose of effectively creating, perfecting, maintaining and preserving the Lien and security interest created hereby in and on the Collateral.

4.7 Insurance. Subject to the terms of the Credit Agreement and to the extent that insurance is carried by a third-party operator on behalf of Mortgagor, upon request by Mortgagee, Mortgagor shall obtain and provide Mortgagee with copies of certificates of insurance showing Mortgagor as a named insured. Mortgagor hereby assigns to Mortgagee for its benefit and the benefit of the other Secured Parties any and all monies that may become payable under any such policies of insurance by reason of damage, loss or destruction of any of the Collateral occurring on or after the Effective Date and Mortgagee may receive such monies and apply all or

20171454

any part of the sums so collected, at its election, toward payment of the Obligations, whether or not such Obligations are then due and payable, in such manner as Mortgagee may elect; provided, however, that so long as no Event of Default shall have occurred and be continuing, Mortgagee shall remit such insurance proceeds paid to Mortgagee in respect of such event to Mortgagor. Any insurance proceeds received by Mortgagor and due to Mortgagee shall be held in trust for the benefit of Mortgagee, shall be segregated from other funds of Mortgagor and shall be forthwith paid over to Mortgagee.

ARTICLE V

Default

5.1 **Events of Default.** An Event of Default under the terms of the Credit Agreement shall constitute an “Event of Default” under this Deed of Trust.

5.2 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Mortgagee may declare all amounts owed in connection with, the Obligations to be forthwith due and payable, whereupon the same shall become immediately due and payable without any protest, presentment, demand, notice of intent to accelerate, notice of acceleration or further notice of any kind, all of which are hereby expressly waived by Mortgagor. Whether or not Mortgagee elects to accelerate as herein provided, Mortgagee may simultaneously, or thereafter, without any further notice to Mortgagor, exercise any other right or remedy available at law or equity and/or provided in this Deed of Trust or otherwise existing under the Credit Agreement or any other agreement, document, or instrument relating hereto or thereto.

ARTICLE VI

Mortgagee's Rights

6.1 **Rights to Realty Collateral Upon Default.**

(a) **Operation of Property by Mortgagee.** Upon the occurrence and during the continuance of any Event of Default, and in addition to all other rights of Mortgagee, Mortgagee shall, to the extent permitted by Applicable Law, have the following rights and powers (but no obligation):

(i) to enter upon and take possession of any of the Realty Collateral and exclude Mortgagor therefrom;

(ii) to hold, use, administer, manage and operate the Realty Collateral to the extent that Mortgagor could do so, and without any liability to Mortgagor in connection with such operations other than to the extent Mortgagee is found to be liable to Mortgagor as a result of the gross negligence or willful misconduct of Mortgagee in a final, non-appellable judgment by a court of competent jurisdiction; and

(iii) to the extent that Mortgagor could do so, to collect, receive and receipt for all Sand extracted, mined, processed, and sold from the Realty Collateral, to make repairs, to purchase machinery and equipment, to conduct workover operations, and to exercise every power, right and privilege of Mortgagor with respect to the Realty Collateral.

20171454

Mortgagee may designate any person, firm, corporation or other entity to act on its behalf in exercising the foregoing rights and powers. When and if the expenses of such operation and development have been paid, and the Obligations have been paid, the Realty Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

(b) Judicial Proceedings. Upon the occurrence and during the continuance of an Event of Default, the Trustee and/or Mortgagee, in lieu of or in addition to exercising (to the extent permitted by Applicable Law) the power of sale provided herein, may proceed by a suit or suits, in equity or at law (i) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, (ii) for the appointment of a receiver whether there is then pending any foreclosure hereunder or the sale of the Realty Collateral, (iii) for the foreclosure of this Deed of Trust and the sale of the Collateral, or (iv) for the enforcement of any other appropriate legal or equitable remedy; and further, in lieu of the non-judicial power of sale hereinabove and hereafter given for Collateral located in the State of Texas, the Trustee may proceed by suit for a judicial sale of the Realty Collateral.

(c) Foreclosure by Private Power of Sale of Collateral. Upon the occurrence and during the continuance of any Event of Default, the Trustee, or any successor or substitute therefor, upon request and direction from Mortgagee, shall enforce this trust by invoking the power of sale and selling the Collateral (or any portion thereof) at public auction in accordance with Section 51.002 of the Texas Property Code, as amended from time to time (or any other or successor provisions of Texas law governing real property foreclosure sales) and in accordance with all other Applicable Law; and, after advertising the time, place (including the county where a portion of the Realty Collateral being sold is located) and the date of the sale of the particular Collateral being sold for at least twenty-one (21) days preceding the date of sale by posting and filing written or printed notice thereof in each county where a portion of the Realty Collateral being sold is located and by serving written or printed notice thereof on each debtor, Trustee shall sell the said Collateral described in the notice at public auction in accordance with such notice to the highest bidder for cash, selling all of said Collateral as an entirety or in such parcels as the Trustee acting may elect. Mortgagor hereby designates as Mortgagor's address for the purpose of notice the address set out in Section 8.13; provided that Mortgagor may by written notice to Mortgagee designate a different address for notice purposes. Any purchaser or purchasers will be provided with a general warranty conveyance binding Mortgagor and Mortgagor's successors and assigns. Sale of a part of the Realty Collateral will not exhaust the power of sale, and sales may be made from time to time until all of the Realty Collateral is sold or all of the Obligations are paid in full.

(d) Certain Aspects of Sale. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Statements of fact or other recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the occurrence of any Event of Default, any acceleration of the maturity of the Obligations, the advertisement and conduct of such sale in the manner provided herein, the appointment of any successor-Trustee hereunder and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that the Trustee may do in carrying out the Trustee's duties and obligations under this Deed of Trust, and, upon the occur-

20171454

rence of an Event of Default, Mortgagor hereby irrevocably appoints Mortgagee to be the attorney-in-fact of Mortgagor and in the name and on behalf of Mortgagor to, without obligation, execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Trustee. Upon any sale, it shall not be necessary for Trustee or any public officer acting under execution or by order of court, to have physically present or constructively in Trustee's possession any of the Collateral, and Mortgagor hereby agrees to deliver to the purchaser or purchasers at such sale on the date of sale the Collateral purchased by such purchasers at such sale and if it should be impossible or impracticable to make actual delivery of such Collateral, then the title and right of possession to such Collateral shall pass to the purchaser or purchasers at such sale as completely as if the same had been actually present and delivered.

(e) Receipt to Purchaser. Upon any sale made under the power of sale herein granted, the receipt of the Trustee will be sufficient discharge to the purchaser or purchasers at any sale for its purchase money, and such purchaser or purchasers, will not, after paying such purchase money and receiving such receipt of the Trustee, be obligated to see to the application of such purchase money or be responsible for any loss, misapplication or non-application thereof.

(f) Effect of Sale. Any sale or sales of the Realty Collateral will operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Realty Collateral sold, and will be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Realty Collateral sold by, through or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by the Trustee so to do, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments and transfers of the property so sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its or their own ownership, immediate possession of the Realty Collateral purchased and Mortgagor agrees that if Mortgagor retains possession of the Realty Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a lessee at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived by Mortgagor.

(g) Application of Proceeds. The proceeds of any sale of the Realty Collateral or any part thereof, shall either be, at the option of Mortgagee, applied at the time of receipt, or held by Mortgagee in a cash collateral account as additional Collateral, and in either case, applied to the Obligations in accordance with Section 11.5 of the Credit Agreement.

(h) Mortgagor's Waiver of Appraisalment and Marshalling. Mortgagor agrees, to the full extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisalment, valuation, stay, extension or redemption law, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, the absolute sale of the Collateral, including the Realty Collateral, or the possession thereof by any purchaser at any sale made pursuant to this Deed of

20171454

Trust or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any Applicable Law of the State of Texas, any and all rights to have the Collateral, including the Realty Collateral, marshaled upon any foreclosure of the Lien and privilege hereof or sold in inverse order of alienation. Mortgagor agrees that Trustee may sell the Collateral, including the Realty Collateral, in part, in parcels or as an entirety as Trustee may direct.

(i) Other Waivers.

(i) Mortgagee may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of any of the Obligations secured hereby, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any manner be considered as a waiver of any of the rights, benefits or Liens created by this Deed of Trust.

(ii) Mortgagor for itself, its successors and assigns does by these presents agree and stipulate that it shall be lawful for and Mortgagor does hereby authorize Mortgagee without making a demand or putting in default, putting in default being expressly waived to the fullest extent under Applicable Law, to cause all and singular the Collateral to be seized and sold by executory or other legal process without appraisal (appraisal being hereby expressly waived to the fullest extent under Applicable Law) either in its entirety or in lots, or parcels as Mortgagee may determine to the highest bidder for cash or on such terms as Mortgagee may direct, Mortgagor for itself, its successors and assigns hereby confessing judgment for the full amount of the Obligations secured and to be secured hereby.

(j) Applicable Law. If any law referred to herein and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease, to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

6.2 Rights to Personalty Collateral Upon Default. To the extent not prohibited by Applicable Law, upon the occurrence and during the continuance of any Event of Default, Mortgagee or the Trustee may proceed against the Personalty Collateral in accordance with the rights and remedies granted herein with respect to the Realty Collateral, or will have all rights and remedies granted by the UCC and this Deed of Trust. Mortgagee shall have the right to take possession of the Personalty Collateral, and for this purpose Mortgagee may enter upon any premises on which any or all of the Personalty Collateral is situated and, to the extent that Mortgagor could do so, take possession of and operate the Personalty Collateral or remove it therefrom. Mortgagee may require Mortgagor to assemble the Personalty Collateral and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Unless the Personalty Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee will send Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Personalty Collateral is to be made. This requirement of sending reasonable

20171454

notice will be met if such notice is mailed in accordance with Section 7.13 at least ten (10) days before the time of the sale or disposition. In addition to the expenses of retaking, holding, preparing for sale, selling and the like, Mortgagee will be entitled to recover attorney's fees and legal expenses as provided for in this Deed of Trust and in the writings evidencing the Obligations before applying the balance of the proceeds from the sale or other disposition toward satisfaction of the Obligations. Mortgagor will remain liable for any deficiency remaining after the sale or other disposition. Mortgagor hereby consents and agrees that any disposition of all or a part of the Collateral may be made without warranty of any kind whether expressed or implied.

6.3 Rights to Fixture Collateral Upon Default. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may elect to treat the Fixture Collateral as either Realty Collateral or as Personalty Collateral (but not both) and proceed to exercise such rights as apply to the type of Collateral selected.

6.4 Other Rights. In addition to the rights as described in Sections 6.1, 6.2 and 6.3, upon the occurrence and during the continuance of any Event of Default, Mortgagee may take such other action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Collateral, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee: (i) pursuant to procedures provided by Applicable Law, institute proceedings for the complete foreclosure of this Deed of Trust in which case the Collateral or any part thereof may be sold for cash or upon credit in one or more portions; or (ii) to the extent permitted and pursuant to the procedures provided by Applicable Law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Obligations then due and payable, subject to the continuing Lien of this Deed of Trust for the balance of the Obligations not then due; or (iii) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in this Deed of Trust; or (iv) apply for the appointment of a trustee, receiver, liquidator or conservator of the Collateral, without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor or of any Person liable for the payment of the Obligations; or (v) pursue such other remedies as Mortgagee may have under Applicable Law.

6.5 Account Debtors. Mortgagee may, in its discretion, after the occurrence and during the continuance of any Event of Default, notify any account debtor to make payments directly to Mortgagee and contact account debtors directly to verify information furnished by Mortgagor. Mortgagee shall not have any obligation to preserve any rights against prior parties.

6.6 Costs and Expenses. All sums advanced or costs or expenses incurred by Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) in protecting and enforcing its rights hereunder shall constitute a demand obligation owing by Mortgagor to Mortgagee as part of the Obligations. Mortgagor hereby agrees to repay such sums on demand.

6.7 Set-Off. Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to set-off any funds of Mortgagor in the possession of

20171454

Mortgagee against any amounts then due by Mortgagor to Mortgagee pursuant to the Deed of Trust.

6.8 Enforcement of Assignment of Rents and Leases. Prior or subsequent to taking possession of any portion of the Collateral or taking any action with respect to such possession, upon the occurrence and during the continuance of an Event of Default, Mortgagee may, in accordance with the TARA:

(a) collect and/or sue for the Rents, if any, in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees and expenses, apply the net proceeds thereof to any Obligations as Mortgagee may elect;

(b) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict lessees, adjust the Rents, if any, maintain, decorate, refurbish, repair, clean and make space ready for renting, and otherwise do anything Mortgagee deems advisable in connection with the Collateral;

(c) apply the Rents, if any, so collected to the operation and management of the Collateral, including the payment of management, brokerage and reasonable attorneys' fees and expenses, and/or to the Obligations; and

(d) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with all original counterparts of the Leases.

Neither enforcement of Mortgagee's rights regarding Rents (including of collection of Rents) nor possession of the Collateral by Mortgagee, nor both, shall render Mortgagee liable on any obligation under any Lease. Mortgagee neither has nor assumes obligations as lessor or landlord with respect to any Lease.

6.9 Tenancy at Will. In the event of a trustee's sale hereunder and if at the time of such sale Mortgagor or any other party occupies the portion of the Collateral so sold or any part thereof, such occupant shall immediately become the lessee of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either lessee or lessor, at a reasonable rental per day based upon the value of the portion of the Collateral so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the lessee holds over after a demand in writing for possession of such Collateral.

6.10 Performance by Mortgagee on Mortgagor's Behalf. Mortgagor agrees that, after an Event of Default, or in such cases where the Collateral itself is at immediate risk, Mortgagee, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed any act or take any action or pay any money required of Mortgagor, and any expenses incurred and any money paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee. Mortgagee shall have the right to enter upon the Collateral for any such purposes. No such payment or performance by Mortgagee shall waive or cure any default or waive any right, remedy or recourse of Mortgagee.

20171454

6.11 Rights and Remedies of Sureties. Mortgagor waives any right or remedy which Mortgagor may have or be able to assert pursuant to Chapter 43 of the Civil Practice and Remedies Code of the State of Texas pertaining to the rights and remedies of sureties.

ARTICLE VII

Miscellaneous

7.1 Successor Trustees. The Trustee may resign in writing addressed to Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed by Mortgagee. In case of the death, resignation or removal of the Trustee, a successor Trustee may be appointed by Mortgagee by instrument of substitution complying with any applicable requirements of law, and in the absence of any requirement, without other formality other than an appointment and designation in writing. The appointment and designation will vest in the named successor Trustee all the estate and title of the Trustee in all of the Collateral and all of the rights, powers, privileges, immunities and duties hereby conferred upon the Trustee. All references herein to the Trustee will be deemed to refer to any successor Trustee from time to time acting hereunder.

7.2 Advances by Mortgagee. Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. Upon the occurrence of an Event of Default and the continuance thereof or in such cases where the Collateral itself is at immediate risk, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand together with interest thereon at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses and attorney's fees incurred by Mortgagee which are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this Deed of Trust, including such costs, expenses and attorney's fees incurred pursuant to Section 6.6 or Section 7.3 hereof. Such amounts will be in addition to any sum of money which may, pursuant to the terms and conditions of the written instruments comprising part of the Obligations, be due and owing. No such advance will be deemed to relieve Mortgagor from any default hereunder.

7.3 Defense of Claims. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's Lien or security interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to Mortgagee, as may be necessary to preserve Mortgagor's, the Trustee's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the sole judgment of Mortgagee, defend Mortgagor's, the Trustee's or Mortgagee's rights to the Collateral, the Trustee or Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, Mortgagee or the Trustee on behalf of Mortgagee, may take such independent action in connection therewith as they may in their discretion deem proper, including the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses and attorneys' fees incurred by Mortgagee or the Trustee pursuant to this Section 7.3 or in connection with the defense by Mortgagee of

20171454

any claims, demands or litigation relating to Mortgagor, the Collateral or the transactions contemplated in this Deed of Trust shall be paid by Mortgagor as provided in Section 7.2 above.

7.4 Termination. If all the Obligations are paid in full and the Commitments are terminated, then all of the Collateral will revert to Mortgagor and the entire estate, right, title and interest of Trustee and Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all reasonable attorneys' fees and other expenses, deliver to Mortgagor proper instruments provided to it acknowledging satisfaction of this Deed of Trust.

7.5 Renewals, Amendments and Other Security. Without notice or consent of Mortgagor (except as required under the applicable Documents), renewals and extensions of the written instruments constituting part or all of the Obligations may be given at any time and amendments may be made to agreements relating to any part of such written instruments or the Collateral. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this Deed of Trust by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the Lien and security interests herein granted. The Trustee or Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this Deed of Trust. This Deed of Trust may not be amended, waived or modified except in a written instrument executed by both Mortgagor and Mortgagee.

7.6 Security Agreement, Financing Statement and Fixture Filing. This Deed of Trust will be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, or security agreement, and from time to time as any one or more thereof if appropriate under applicable state law. **AS A FINANCING STATEMENT, THIS DEED OF TRUST IS INTENDED TO COVER ALL PERSONALTY COLLATERAL INCLUDING MORTGAGOR'S INTEREST IN ALL SAND AS AND AFTER EXTRACTED OR MINED, ALL ACCOUNTS ARISING FROM THE SALE THEREOF, ALL "AS-EXTRACTED" COLLATERAL, AND ALL ACCOUNTS ARISING FROM THE SALE THEREOF. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO FIXTURE COLLATERAL INCLUDED WITHIN THE COLLATERAL.** This Deed of Trust shall be effective as a security instrument under the TARA with respect to the Leases and the Rents. This Deed of Trust shall be filed in the real estate records or other appropriate records of the county or counties in the state in which any part of the Realty Collateral and Fixture Collateral is located as well as the UCC records or other appropriate office of the state in which any Collateral is located. At Mortgagee's request, Mortgagor shall execute financing statements covering the Personalty Collateral, including all Sand mined, extracted, and sold, and Fixture Collateral, which financing statements may be filed in the UCC records or other appropriate office of the county or state in which any of the Collateral is located or in any other location permitted or required to perfect Mortgagee's security interest under the UCC. In addition, Mortgagor hereby irrevocably authorizes Mortgagee and any affiliate, employee or agent thereof, at any time and from time to time, to file in any Uniform Commercial

20171454

Code jurisdiction any financing statement or document and amendments thereto, without the signature of Mortgagor where permitted by law, in order to perfect or maintain the perfection of any security interest granted under this Deed of Trust. A photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement, subject to requirements of Applicable Law.

7.7 Unenforceable or Inapplicable Provisions. If any term, covenant, condition or provision hereof is invalid, illegal or unenforceable in any respect, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Trustee and Mortgagee in order to carry out the provisions hereof.

7.8 Rights Cumulative. Each and every right, power and remedy herein given to the Trustee or Mortgagee will be cumulative and not exclusive, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by the Trustee, or Mortgagee, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power or remedy. No delay or omission by the Trustee or by Mortgagee in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

7.9 Waiver by Mortgagee. Any and all covenants in this Deed of Trust may from time to time by instrument in writing by Mortgagee and the Required Lenders (as defined in the Credit Agreement), be waived to such extent and in such manner as Mortgagee may desire, but no such waiver will ever affect or impair either Trustee or Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

7.10 Terms. The term "Mortgagor" as used in this Deed of Trust will be construed as singular or plural to correspond with the number of persons executing this Deed of Trust as Mortgagor. If more than one person executes this Deed of Trust as Mortgagor, his, her, its, or their duties and liabilities under this Deed of Trust will be joint and several. The terms "Mortgagee," "Mortgagor" and "Trustee" as used in this Deed of Trust include the heirs, executors or administrators, successors, representatives, receiver, trustees and assigns of those parties. Unless the context otherwise requires, terms used in this Deed of Trust which are not defined in the Credit Agreement but are defined in the UCC are used with the meanings therein defined.

7.11 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical except that, to facilitate recordation, in any particular county, counterpart portions of Exhibit A hereto which describe properties situated in counties other than the county in which such counterpart is to be recorded may have been omitted.

7.12 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Texas.

7.13 Notice. All notices required or permitted to be given by Mortgagor or Mortgagee shall be made in the manner set forth in the Credit Agreement and shall be addressed as follows:

20171454

Mortgagor: Superior Silica Sands LLC
c/o Emerge Energy Services Operating LLC
180 State Street, Suite 225
Southlake, Texas 76092
Attention: Robert Lane
Telephone: (817) 865-2541
Facsimile: (817) 488-7739
Email: rlane@emergelp.com

with copies to:

Insight Equity Management Company LLC
1400 Civic Place, Suite 250
Southlake, Texas 76092
Attention: Warren Bonham
Telephone: (817) 488-5917
Facsimile: (817) 488-7739
Email: wbonham@insighequity.com

Attention: Robert J. Conner, General Counsel
Telephone: (817) 865-2534
Facsimile: (817) 488-7739
Email: rconner@insightequity.com

with a copy to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, Texas 77002
Attention: M. Catherine Ozdogan
Telephone: (713) 546-7494
Facsimile: (713) 546-5401

Mortgagee: U.S. Bank National Association
214 N. Tryon Street, 27th Floor
Charlotte, North Carolina 28202
Attention: CDO Trust Services/James Hanley
Telephone: () -
Facsimile: (704) 335-4670
Email: agency.services@usbank.com

with a copy to:

Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

20171454

Attention: Al Stemp, Esq.
Telephone: (310) 785-4775
Facsimile: (310) 785-4601
Email: albert.stemp@hoganlovells.com

7.14 Duties of Trustee. It shall be no part of the duty of the Trustee to see to any recording, filing or registration of this Deed of Trust or any other instrument in addition or supplemental hereto, or to see to the payment of or be under any duty with respect to any tax or assessment or other governmental charge which may be levied or assessed on the Collateral, any part thereof, or against Mortgagor, or to see to the performance or observance by Mortgagor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgment or validity of this Deed of Trust or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Mortgagee. Trustee shall have the right to seek the advice of counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for Trustee's own gross negligence or willful misconduct; and the Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine.

7.15 Condemnation. Subject to the terms of the Credit Agreement, all awards and payments heretofore and hereafter made for the taking of or injury to the Collateral or any portion thereof whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of attorneys' fees, costs and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Collateral which may have been altered, damaged or destroyed as a result of any such taking, or other injury to the Collateral.

7.16 Successors and Assigns.

(a) This Deed of Trust is binding upon Mortgagor, Mortgagor's successors and assigns, and shall inure to the benefit of each Secured Party and each of its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

(b) Subject to clause (d) below, this Deed of Trust shall be transferable and negotiable, with the same force and effect and to the same extent as the Obligations may be transferable, it being understood that, upon the transfer or assignment by the Secured Parties (or any of them) of any of the Obligations, the legal transfer or assignment by the Secured Parties (or any of them)

20171454

of any of the Obligations, the legal holder of such Obligations shall have all of the rights granted to the Mortgagee for the benefit of the Secured Parties under this Deed of Trust. The Mortgagor specifically agrees that upon any transfer of all or any portion of the Obligations, this Deed of Trust shall secure with retroactive rank the existing Obligations of the Mortgagor to the transferee and any and all Obligations to such transferee thereafter arising.

(c) The Mortgagor hereby recognizes and agrees that the Secured Parties (or any of them) may, from time to time, one or more times, transfer all or any portion of the Obligations to one or more third parties. Such transfers may include, but are not limited to, sales of participation interests in such Obligations in favor of one or more third parties. Upon any transfer of all or any portion of the Obligations and subject to clause (d) below, the Mortgagee may transfer and deliver any and/or all of its rights, title and interest in the Collateral to the transferee of such Obligations and such rights, title and interests in the Collateral shall secure any and all of the Obligations in favor of such a transferee then existing and thereafter arising, and after any such transfer has taken place, the Mortgagee shall be fully discharged from any and all future liability and responsibility to the Mortgagor with respect to such Collateral, and transferee thereafter shall be vested with all the powers, rights and duties with respect to such Collateral.

(d) Notwithstanding anything to the contrary contained herein, including the provisions of clauses (b) and (c) above, when any Lender or any Affiliate thereof assigns or otherwise transfers any interest held by it under any Lender-provided Hedge to any other Person pursuant to the terms of such agreement or any provider of any Cash Management Products and Services assigns or otherwise transfers any such Obligations to any other Person, that other Person shall thereupon become vested with all the benefits held by such Secured Party under this Deed of Trust only if such Person is also then a Lender or an Affiliate of a Lender.

7.17 Section Headings. The article and section headings in this Deed of Trust are inserted for convenience of reference and shall not be considered a part of this Deed of Trust or used in its interpretation.

7.18 Instrument Construed as Deed of Trust etc. This Deed of Trust may be construed as a mortgage of both real and personal property, a conveyance, an assignment, a security agreement, a financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the Lien hereof and the purposes and agreements herein set forth.

7.19 Usury Not Intended. It is the intent of Mortgagor and Mortgagee in the execution and performance of this Deed of Trust and the Credit Agreement to contract in strict compliance with applicable usury laws governing the Obligations including such applicable usury laws of the State of Texas and the United States of America as are from time to time in effect. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in this Deed of Trust or the Credit Agreement shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum non-usurious rate permitted by Applicable Law and that for purposes hereof "interest" shall include the aggregate of all charges which constitute interest under such laws that are contracted for, charged or received under this Deed of Trust or the Credit Agreement; and in the event that, notwithstanding the foregoing, under any circumstances the aggre-

20171454

gate amounts taken, reserved, charged, received or paid on the Obligations, include amounts which by Applicable Law are deemed interest which would exceed the maximum non-usurious rate permitted by Applicable Law, then such excess shall be deemed to be a mistake and Mortgagee shall credit the same on the principal of the Obligations (or if the Obligations shall have been paid in full, refund said excess to Mortgagor). In the event that the maturity of the Obligations is accelerated by reason of any election of Mortgagee resulting from any Event of Default, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum non-usurious rate permitted by Applicable Law and excess interest, if any, provided for in this Deed of Trust or the Credit Agreement shall be canceled automatically as of the date of such acceleration and prepayment and, if theretofore paid, shall be credited on the Obligations or, if the Obligations shall have been paid in full, refunded to Mortgagor. In determining whether or not the interest paid or payable under any specific contingencies exceeds the maximum non-usurious rate permitted by Applicable Law, Mortgagor and Mortgagee shall to the maximum extent permitted under Applicable Law amortize, prorate, allocate and spread in equal part during the period of the full stated term of the Obligations, all amounts considered to be interest under Applicable Law of any kind contracted for, charged, received or reserved in connection with the Obligations.

7.20 Credit Agreement. To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Deed of Trust so that the terms and provisions of this Deed of Trust do not conflict with the terms and provisions of the Credit Agreement; provided, however, notwithstanding the foregoing, in the event that any of the terms or provisions of this Deed of Trust conflict with any terms or provisions of the Credit Agreement, the terms or provisions of the Credit Agreement shall govern and control for all purposes; provided that the inclusion in this Deed of Trust of terms and provisions, supplemental rights or remedies in favor of the Mortgagee not addressed in the Credit Agreement shall not be deemed to be in conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

7.21 Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens granted to the Mortgagee, as representative for the Lenders, pursuant to this Deed of Trust are expressly subject and subordinate to the Liens granted in favor of the First Lien Agent as and to the extent set forth in the ABL/Term Intercreditor Agreement and (ii) the exercise of any right or remedy by the Mortgagor hereunder is subject to the limitations and provisions of the ABL/Term Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, with respect to any Collateral, until the occurrence of the Discharge of Senior Lien Obligations, any obligation of any Credit Party under the Credit Agreement or under any other Security Document with respect to the delivery or control of any Collateral, the notation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person shall be subject and subordinate to the rights of the First Lien Agent pursuant to the Senior Lien Collateral Documents (as such term is defined in the ABL/Term Intercreditor Agreement). To the extent that compliance by any Credit Party with any actions specified in the immediately preceding sentence would (x) conflict with the exercise of or direction by the First Lien Agent of comparable rights, (y) require delivery of Collateral which can only be delivered to one Person or (z) be, under Applicable Law, prohibited or unable to be

20171454

completed, then the applicable Credit Party shall not have to take any such actions so long as the applicable Credit Party is, with respect to clause (x), complying with the exercise of, or direction by, the First Lien Agent, with respect to clause (y), has delivered such collateral to the First Lien Agent or any of its agents, and, with respect to clause (z), only so long as Applicable Law would prevent such compliance. In the event of any conflict between the terms of (i) the Intercreditor Agreements and this Deed of Trust, the terms of the Intercreditor Agreements shall govern and control or (ii) the ABL/Term Intercreditor Agreement and the Junior Lien Intercreditor Agreement, the terms of the ABL/Term Intercreditor Agreement shall govern and control.

7.22 Due Authorization. Mortgagor hereby represents, warrants and covenants to Trustee and Mortgagee that the obligations of Mortgagor under this Deed of Trust are the valid, binding and legally enforceable obligations of Mortgagor, that the execution and delivery of this Deed of Trust by Mortgagor has been duly and validly authorized in all respects by Mortgagor, and that the persons who are executing and delivering this Deed of Trust on behalf of Mortgagor have full power, authority and legal right to so do, and to observe and perform all of the terms and conditions of this Deed of Trust on Mortgagor's part to be observed or performed.

7.23 No Offsets, Etc. Mortgagor hereby represents, warrants and covenants to Trustee and Mortgagee that there are no offsets, counterclaims or defenses at law or in equity against this Deed of Trust or the obligations secured thereby.

7.24 Bankruptcy Limitation. Notwithstanding anything contained herein to the contrary, it is the intention of the Mortgagor, the Mortgagee and the other Secured Parties that the amount of the Obligations secured by the Mortgagor's interests in any of the Collateral shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer and other similar law, rule or regulation of any governmental authority applicable to the Mortgagor. Accordingly, notwithstanding anything to the contrary contained in this Deed of Trust in any other agreement or instrument executed in connection with the payment of any of the Obligations, the amount of the Obligations secured by the Mortgagor's interests in any of its Collateral pursuant to this Deed of Trust shall be limited to an aggregate amount equal to the largest amount that would not render the Mortgagor's obligations hereunder or the Liens and security interest granted to the Mortgagee hereunder subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provision of any other Applicable Law.

7.25 Limitation on Liens; Transfer Restrictions.

(a) Except for the Permitted Encumbrances or to the extent permitted by the Credit Agreement, prior Liens and the Lien of this Deed of Trust, the Mortgagor may not, without the prior written consent of the Mortgagee, permit to exist or grant any Lien on all or any part of the Collateral or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(b) Except to the extent permitted by the Credit Agreement, the Mortgagor may not, without the prior written consent of the Mortgagee, sell, convey, assign, lease or otherwise transfer all of any part of the Collateral.

20171454

7.25 **Entire Agreement.** THIS DEED OF TRUST, THE CREDIT AGREEMENT AND THE OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

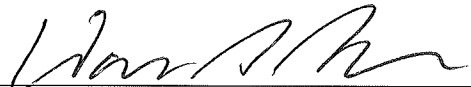
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

20171454

Executed in multiple originals and effective as of the Effective Date.

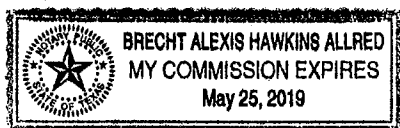
SUPERIOR SILICA SANDS LLC, a Texas
limited liability company

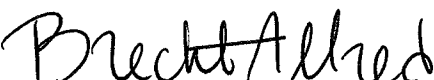
By: EMERGE ENERGY SERVICES
OPERATING LLC, its sole member

By: 
Name: Warren B. Bonham
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on this 6 day of April, 2017, by Warren B. Bonham, as Vice President of Emerge Energy Services Operating LLC, the sole member of Superior Silica Sands LLC, a Texas limited liability company on behalf of said limited liability company.




Notary Public in and for the
State of Texas

20171454

EXHIBIT A

Tract 1:

All that certain tract or parcel of land situated in Limestone County, Texas, being a part of the Luke Moore Survey, Abstract No. 387 being all of a called 224.352 acre tract conveyed from Silica Sand Investments, LP to Superior Silica Sands LLC by deed dated June 20, 2008 recorded in Volume 1283, Page 755 of the Real Property Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

Beginning at a found 5/8" iron rod at the intersection of the common line between the said Moore Survey, A-387 and the Luke Moore Survey, A-274 and the west right-of-way line of Limestone County Road 704, on the north line of a called 949.91 acre tract conveyed to Kelly G. Bounds and Katrina M. Bounds in Volume 1387, Page 318, for the southeast corner of this tract;

Thence S 57°31'34" W - 5175.93 feet along the said common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, the said north line of the said 949.91 acre tract to a found street car rail on the east line of the Joshua Hudson Survey, A-261, at an interior ell corner of the said 949.91 acre tract, for the southwest corner of this tract;

Thence N 32°16'14" W - 1654.59 feet continuing along the said north line of the 949.91 acre tract, the common line between the said Moore Survey, A-387 and the said Hudson Survey to a found 1/2" iron rod on the south line of a called 99.836 acre tract conveyed to Superior Silica Sands LLC in Volume 1283, Page 744, at the most westerly northeast corner of the said 949.91 acre tract, for the most southerly northwest corner of this tract;

Thence along the south and east lines respectively of the said 99.836 acre tract for the following courses and distances:

N 57°30'26" E - 1155.80 feet to a found 1/2" iron rod at the southeast corner of the said 99.836 acre tract, for an interior ell corner of this tract;

N 32°26'08" W - 374.75 feet to a found 1/2" iron rod at the southwest corner of a called 43.71 acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, for the most northerly northwest corner of this tract;

Thence N 57°32'03" E - 1071.57 feet along the south line of the said 43.71 acre tract to a found 1/2" iron rod at the southwest corner of a called 47.934 acre tract conveyed to Superior Silica Sands LLC in Volume 1283, Page 761, at the southeast corner of the said 43.71 acre tract, for an interior ell corner of this tract;

Thence N 57°31'27" E - 2797.95 feet along the south lines of the said 47.934 acre tract and a called 25.786 acre tract conveyed to Ben F. Ritchie in Volume 719, Page 388 respectively to a found 1/2" iron rod on the west right-of-way line of Limestone County Road 704, at the southeast corner of the said 25.786 acre tract, for the northeast corner of this tract;

20171454

Thence along the said west right-of-way line of Limestone County Road 704 for the following courses and distances:

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

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

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

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

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

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

S 46°53'04" E - 587.80 feet to the POINT OF BEGINNING containing within these metes and bounds 224.352 acres of land, more or less.

Tract 2:

All that certain tract or parcel of land situated in Limestone County, Texas, being a part of the Luke Moore Survey, Abstract No. 387, and a part of the J.M. Hooper Survey, A-235, being all of a called 47.934 acre tract conveyed from Douglas Keith Blair, et ux to Superior Silica Sands LLC by deed dated June 19, 2008 recorded in Volume 1283, Page 761 of the Real Property Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 90d nail on the south right-of-way line of Limestone County Road 700, at the northwest corner of a called 37.86 acre tract conveyed to Luther A. Bell in Volume 729, Page 728, for the northeast corner of this tract;

Thence S 32°27'39" E - 1898.34 feet along the west lines of the said 34.86 acre tract and a called 25.786 acre tract conveyed to Ben F. Ritchie in Volume 719, Page 388 to a found 5/8" iron rod on the north line of a called 224.352 acre tract conveyed to Superior Silica Sands LLC recorded in Volume 1283, Page 755, at the southwest corner of the said 25.786 acre tract, for the southeast corner of this tract;

Thence S 57°31'27" W - 1101.05 feet along the north line of the said 224.352 acre tract to a found 1/2" iron rod at the southeast corner of a called 43.71 acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, for the southwest corner of this tract;

Thence N 32°25'05" W - 1896.83 feet along the east line of the said 43.71 acre tract to a found 5/8" iron rod on the said south right-of-way line of Limestone County Road 700, at the northeast corner of the said 43.71 acre tract, for the northwest corner of this tract;

Exhibit A

20171454

Thence N 57°26'43" E - 1099.63 feet along the said south right-of-way line of Limestone County Road 700 to the POINT OF BEGINNING containing within these metes and bounds 47.934 acres of land, more or less.

SAVE AND EXCEPT all that certain tract of land, being a part of the John M. Hooper Survey containing 10.010 acres more fully described in deed dated May 14, 2014, from Superior Silicia Sands, LLC, to Simmie Fuller and Amber Fuller, of record in Document No. 20142100, of the Real Property Records of Limestone County, Texas.

Tract 3:

All that certain tract or parcel of land situated in Limestone County, Texas and Robertson County, Texas, being a part of the Luke Moore Survey, Abstract No. 274 being all of a called 3.569 acre tract conveyed from Texas Sports Sands, Inc. to Superior Silica Sands LLC by deed dated June 20, 2008 recorded in Volume 1283, Page 739 of the Official Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a found 1/2" iron rod on the west line of the W.S. Armstrong Survey, A-43, on the south line of a called 118.976 acre tract conveyed to John Michael Chatagnier and Cynthia Chatagnier in Volume 1136, Page 524, at the southeast corner of the Luke Moore Survey, A-387, at the northwest corner of a called 98.723 acre tract conveyed to Oma Swearingen in Volume 730, Page 317 (Official Records of Robertson County), for the common northeast corner of the said Moore Survey, A-274 and of this tract;

Thence S 31°40'45" E - 1018.95 feet along the common line between the said Moore Survey, A-274 and the said Armstrong Survey, the west line of the said 98.723 acre tract to a point within Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road), on the east line of a called 949.91 acre tract conveyed to Kelly G. Bounds and Katrina M. Bounds in Volume 1387, Page 318, for the south corner of this tract from which a found 5/8" iron rod on the northeast right-of-way line of the said Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road bears: N 31°40'45" W - 97.15 feet);

Thence N 48°24'47" W - 1059.68 feet within the said Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road), along the east line of the said 949.91 acre tract to a point on the common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, at the most easterly northeast corner of the said 949.91 acre tract, for the northwest corner of this tract from which a found 5/8" iron rod for reference bears: N 57°32'33" E - 29.20 feet;

Thence N 57°32'33" E - 305.14 feet along the said common line between the said Moore Survey, A-387 and the said Moore Survey, A-274, the prolongation of and the south line of the said 118.976 acre tract to the POINT OF BEGINNING containing within these metes and bounds 3.569 acres of land of which 0.650 acres lies within the said Limestone County Road 704, also known as Robertson County Road 457 A (Taite Road).

Exhibit A

20171454

Tract 4:

All that certain tract or parcel of land situated in Limestone County, Texas, being apart of the Luke Moore Survey, Abstract No. 387, a part of the J.M. Hooper Survey, A-235 and a part of the T.H. Duggan Survey, A-159, being all of a called 99.836 acre tract (Parcel B) conveyed from Sport Sand Investments, LP to Superior Silica Sands LLC by deed dated June 20, 2008 recorded in Volume 1283, Page 744 of the Official Records of Limestone County, Texas and being more particularly described by metes and bounds as follows to wit:

BEGINNING at a set 5/8" iron rod on the south right-of-way line of Limestone County Road 700, at the northeast corner of a called 25.00 acre tract conveyed to Donnie K. Hall and Lisa R. Hall in Volume 1178, Page 372, for the most northerly northwest corner of this tract;

Thence N 57°36'20" E - 837.77 feet along the said south right-of-way line of Limestone County Road 700 to a found 5/8" iron rod at the northwest corner of a called 50 acre tract (Undivided 50% Interest) conveyed to Carlton Kim Smitherman in Volume 1223, Page 415, for the most northerly northeast corner of this tract;

Thence S 32°23'40" E - 1298 .80 feet along the west line of the said 50 acre tract to a found 8" treated fence corner post at the southwest corner of the said 50 acre tract, for an interior ell corner of this tract;

Thence N 57°36'52" E - 1675.78 feet along the south lines of the said 50 acre tract and a called 17.01 acre tract conveyed to Christopher J. Smitherman in Volume 1223, Page 420 to a found 1/2" iron rod on the west line of a called 43.71 acre tract conveyed to Robert E. Ryan, et ux in Volume 1160, Page 326, at the southeast corner of the said 17.01 acre tract, for the most southerly northeast corner of this tract;

Thence S 32°31'46" E - 596.77 feet along the west line of the said 43.71 acre tract to a found 1/2" iron rod at the most northerly northwest corner of a called 224.352 acre tract conveyed to Superior Silica Sands LLC in Volume 1283, Page 755, at the southwest corner of the said 43.71 acre tract, for an exterior ell corner of this tract;

Thence along the north line of the said 224.352 acre tract for the following courses and distances:

S 32°26'08" E - 374.75 feet to a found 1/2" iron rod at an interior ell corner of the said 224.352 acre tract, for the southeast corner of this tract;

S 57°30'26" W - 1155.80 feet to a found 1/2" iron rod on the common line between the said Moore Survey and the Joshua Hudson Survey, A-261, at the most westerly northeast corner of a called 949.91 acre tract conveyed to Kelly G. Bounds and Katrina M. Bounds in Volume 1387, Page 318, at the most southerly northwest corner of the said 224.352 acre tract, for an exterior ell corner of this tract;

Exhibit A

20171454

Thence S 57°36'20" W - 2195.24 feet along the common line between the said Hudson Survey and the said Hooper Survey and the said Duggan Survey respectively, the north line of the said 949.91 acre tract to a found 5/8" iron rod at the southeast corner of a called 71.833 acre tract conveyed to Garry L. Doerre, et ux in Volume 507, Page 224, for the southwest corner of this tract;

Thence N 32°24'31" W - 973.39 feet along the east line of the said 71.833 acre tract to a set 5/8" iron rod at the northeast corner of the said 71.833 acre tract, the southeast corner of a called 35 acre tract conveyed to Tressie L. Barkley in Volume 952, Page 028, at the southwest corner of the said 25.00 acre tract, for the most southerly northwest corner of this tract;

Thence N 57°35'54" E - 836.37 feet along the south line of the said 25.00 acre tract to a found 1/2" iron rod at the southeast corner of the said 25.00 acre tract, for an interior ell corner of this tract;

Thence N 32°24'31" W - 1299.07 feet along the east line of the said 25.00 acre tract to the POINT OF BEGINNING containing within these metes and bounds 99.836 acres or land, more or less.

NOTE: Company does not represent that the above acreage and/or square footage calculations are correct.

NOTE: Property ID's: R115632; R9118; R8891; R122958; R54062; R54063 and R9211

Filed for Record in:
Limestone County

On: Apr 17, 2017 at 10:22A

By: Lederle Salazar

STATE OF TEXAS

COUNTY OF LIMESTONE

I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded in the named records of:
Limestone County as stamped hereon by me.

Apr 17, 2017

Peggy Beck, County Clerk
Limestone County

Exhibit A

Exhibit D – Second Priority UCC-1s

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Delaware Department of State

U.C.C. Filing Section

Filed: 02:52 PM 04/12/2017

U.C.C. Initial Filing No: 2017 2395488

Service Request No: 20172465657

Print**Reset****THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

Emerge Energy Services LP

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

6000 Western Place, Suite 465

CITY

Fort Worth

STATE

TX

POSTAL CODE

76107

COUNTRY

USA

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

3a. ORGANIZATION'S NAME

U.S. Bank National Association, as Agent

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS **Attn: CDO Trust Services / James Hanley****214 N. Tryon Street, 27th Floor**

CITY

Charlotte

STATE

NC

POSTAL CODE

28202

COUNTRY

USA

4. **COLLATERAL:** This financing statement covers the following collateral:

This financing statement covers all assets of the Debtor, whether now existing or hereafter arising and wherever located.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction☐ Manufactured-Home Transaction☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):

☐ Lessee/Lessor☐ Consignee/Consignor☐ Seller/Buyer☐ Bailee/Bailor☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Delaware**(048009.000003)**

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> Jacqueline Regis c/o Hogan Lovells US LLP 1999 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067 </div>

Delaware Department of State

U.C.C. Filing Section

Filed: 01:21 PM 01/02/2018

U.C.C. Initial Filing No: 2017 2395488

Amendment No: 2018 0029310

Service Request No: 20180014441

Print**Reset****THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER

2017 2395488, filed 04/12/20171b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDSFiler: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 132. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☒ **PARTY INFORMATION CHANGE:**Check one of these two boxes:This Change affects ☒ Debtor or ☐ Secured Party of recordAND Check one of these three boxes to:☒ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

Emerge Energy Services LP

OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

Emerge Energy Services LPOR 7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5600 Clearfork Main Street, Suite 400 Fort Worth TX 76109 USA8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

U.S. Bank National Association, as Agent

OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:****Delaware SOS (048009.000003)**

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> Jacqueline Regis c/o Hogan Lovells US LLP 1999 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067 </div>

Delaware Department of State
 U.C.C. Filing Section
 Filed: 04:20 PM 01/05/2018
 U.C.C. Initial Filing No: 2017 2395488
 Amendment No: 2018 0122206
 Service Request No: 20180094179

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2017 2395488, filed 04/12/2017

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND Check one of these three boxes to:

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
HPS Investment Partners, LLC, as Collateral Agent			
OR			
7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
40 West 57th Street, 33rd Floor	New York	NY	10019	USA

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME			
U.S. Bank National Association, as Agent			
OR			
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

Delaware SOS (048009.000003) Debtor: Emerge Energy Services LP

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Delaware Department of State

U.C.C. Filing Section

Filed: 02:48 PM 04/12/2017

U.C.C. Initial Filing No: 2017 2395355

Service Request No: 20172465476

Print**Reset****THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> Jacqueline Regis c/o Hogan Lovells US LLP 1999 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067 </div>

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
Emerge Energy Services Operating LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
6000 Western Place, Suite 465		Fort Worth	TX	76107
				COUNTRY
				USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

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

3a. ORGANIZATION'S NAME				
U.S. Bank National Association, as Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
Attn: CDO Trust Services / James Hanley		Charlotte	NC	28202
214 N. Tryon Street, 27th Floor				COUNTRY
				USA

4. COLLATERAL: This financing statement covers the following collateral:

This financing statement covers all assets of the Debtor, whether now existing or hereafter arising and wherever located.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction
<input type="checkbox"/> A Debtor is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien
<input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> Lessee/Lessor	<input type="checkbox"/> Consignee/Consignor
<input type="checkbox"/> Seller/Buyer	<input type="checkbox"/> Bailee/Bailor
<input type="checkbox"/> Licensee/Licenser	
7. ALTERNATIVE DESIGNATION (if applicable):	
8. OPTIONAL FILER REFERENCE DATA:	
Delaware (048009.000003)	

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jacqueline Regis
c/o Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

Delaware Department of State

U.C.C. Filing Section

Filed: 01:23 PM 01/02/2018

U.C.C. Initial Filing No: 2017 2395355

Amendment No: 2018 0029369

Service Request No: 20180014520

Print**Reset**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

2017 2395355, filed 04/12/2017

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☒ **PARTY INFORMATION CHANGE:**Check one of these two boxes:This Change affects ☒ Debtor or ☐ Secured Party of recordAND Check one of these three boxes to:☒ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

Emerge Energy Services Operating LLC

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

Emerge Energy Services Operating LLC

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

5600 Clearfork Main Street, Suite 400

CITY

Fort Worth

STATE

TX

POSTAL CODE

76109

COUNTRY

USA

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

U.S. Bank National Association, as Agent

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

Delaware (048009.000003)

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> Jacqueline Regis c/o Hogan Lovells US LLP 1999 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067 </div>

Delaware Department of State
U.C.C. Filing Section
Filed: 04:24 PM 01/05/2018
U.C.C. Initial Filing No: 2017 2395355
Amendment No: 2018 0122305
Service Request No: 20180094339

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2017 2395355, filed 04/12/2017

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☒ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:AND Check one of these three boxes to:This Change affects ☐ Debtor or ☐ Secured Party of record
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

HPS Investment Partners, LLC, as Collateral Agent

OR	7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	----------------------------------	--	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
40 West 57th Street, 33rd Floor	New York	NY	10019	USA

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

U.S. Bank National Association, as Agent

OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA:

Delaware (048009.000003) Debtor: Emerge Energy Services Operating LLC

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="text-align: center;"> ASA P. O. BOX 116874 CARROLLTON, TX 75011 </div>

RECEIVED
APR 21 2017
CLK 76

17-0013696902

04/21/2017 05:00 PM



FILED

TEXAS
SECRETARY OF STATE

SOS



730255490002

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Superior Silica Sands LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 6000 Western Place, Suite 465		CITY Fort Worth	STATE POSTAL CODE COUNTRY TX 76107 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

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

3a. ORGANIZATION'S NAME U.S. Bank National Association, as Agent			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS Attn: CDO Trust Services / James Hanley 214 N. Tryon Street, 27th Floor		CITY Charlotte	STATE POSTAL CODE COUNTRY NC 28202 USA

4. COLLATERAL: This financing statement covers the following collateral:

This financing statement covers all assets of the Debtor, whether now existing or hereafter arising and wherever located.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Texas (048009.000003)	

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

18-00002817**01/02/2018 05:00 PM****FILED**TEXAS
SECRETARY OF STATE

SOS



785908240002

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="text-align: center;"> ASA P. O. BOX 116874 CARROLLTON, TX 75011 </div> <div style="text-align: center;"> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

17-0013696902, filed 04/21/20171b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDSFiler: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 132. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☒ **PARTY INFORMATION CHANGE:**Check one of these two boxes:This Change affects ☒ Debtor or ☐ Secured Party of recordAND Check one of these three boxes to:☒ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

Superior Silica Sands LLC

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

Superior Silica Sands LLC

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

5600 Clearfork Main Street, Suite 400

CITY

Fort Worth

STATE

TX

POSTAL CODE

76109

COUNTRY

USA8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

U.S. Bank National Association, as Agent

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:****Texas (048009.000003)**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
62195554 - 2

18-00008106**01/05/2018 04:42 PM****FILED**TEXAS
SECRETARY OF STATE**SOS****786970500002**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

17-0013696902, filed 04/21/20171b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement3. ☒ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 84. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law5. ☐ **PARTY INFORMATION CHANGE:**Check one of these two boxes:This Change affects ☐ Debtor or ☐ Secured Party of recordAND Check one of these three boxes to:☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME	HPS Investment Partners, LLC, as Collateral Agent		
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
40 West 57th Street, 33rd Floor	New York	NY	10019	USA

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME	U.S. Bank National Association, as Agent		
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:****Texas (048009.000003) Debtor: Superior Silica Sands LLC**

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

Exhibit E – Assignments and Amendments of Second Liens

WHEN RECORDED RETURN TO:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

**FIRST AMENDMENT TO
SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES**

This FIRST AMENDMENT TO SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of January 5, 2018 (the "Effective Date") by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), to Diana Lansing ("Trustee") in trust for the benefit of HPS INVESTMENT PARTNERS, LLC (in such capacity, the "Mortgagee"), for its benefit and the benefit of the Secured Parties.

R E C I T A L S:

A. Emerge Energy Services LP ("Parent Guarantor"), a Delaware limited partnership, Emerge Energy Services Operating LLC ("Emerge"), a Delaware limited liability company, the Mortgagor, U.S. Bank National Association ("Original Mortgagor"), as disbursing agent and collateral agent and the lenders party thereto, entered into that certain Second Lien Credit and Security Agreement, dated as of April 12, 2017 (the "Credit Agreement") providing for a \$40,000,000 term loan facility to, among others, the Mortgagor.

B. In order to secure the payment and performance of the obligations under the Credit Agreement, Mortgagor executed and delivered that certain Second Lien Deed Of Trust, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases (the "Original Mortgage" and as amended by this Amendment and as may be further amended and restated, supplemented or otherwise modified from time to time, the "Mortgage"), recorded in the office designated for the filing of a record of a mortgage in, among others, the jurisdiction set forth in Annex I hereto, covering the property set forth on Exhibit A thereto (the "Mortgaged Property").

C. Pursuant to that certain Second Lien Note Purchase Agreement (the "Second Lien Note Purchase Agreement") dated as of January 5, 2018, by and among Parent Guarantor, Emerge, Mortgagor, the Noteholders which are now or which hereafter become a party thereto, and Mortgagee, as notes agent and collateral agent, the Credit Agreement is being amended and restated in its entirety. By the terms of the Second Lien Note Purchase Agreement, the Noteholders will purchase the Notes in the aggregate principal amount of \$215,000,000 subject to the satisfaction of certain conditions precedent set forth in Article VIII of that certain Second Lien Note Purchase Agreement.

D. Simultaneously herewith, and pursuant to that certain Assignment of Second Lien Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of

Rents And Leases dated as of the date hereof, Original Mortgagee assigned its rights under the Original Mortgage to Mortgagee.

E. Mortgagor and Mortgagee desire to execute and deliver this Amendment in order to secure the payment and performance of the Obligations under the Second Lien Note Purchase Agreement.

F. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors and Mortgagee hereby agree as follows:

Section 1.01 Defined Terms.

(a) Each capitalized term used and not defined herein has the meaning assigned such term in the Original Mortgage.

(b) All references in the Original Mortgage to “this Mortgage” shall mean the Mortgage.

(c) All uncapitalized terms which are defined in the UCC are used herein as so defined.

(d) “Issuers” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(e) “Noteholders” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(f) “Notes” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(g) “Obligations” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(h) “Secured Parties” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

Section 1.02 Incorporation of Recitals. The Recitals hereto are hereby incorporated by reference into the Original Mortgage in their entirety.

Section 1.03 Confirmation. Mortgagor hereby confirms that it has heretofore granted, conveyed, sold, transferred, and assigned, with a general warranty of title and with the power of sale, to the Trustee, all of its right, title and interest in, to and relating to the Collateral, in trust for the use and benefit of the Mortgagee and the ratable benefit of the Secured Parties to secure the payment and performance of the Obligations, in the Collateral, and Mortgagor further grants, conveys, sells, transfers, and assigns, with a general warranty of title and with the power of sale, to the Trustee, all of its right, title and interest in, to and relating to the Collateral, in trust for the use and benefit of the Mortgagee and the ratable benefit of the Secured Parties, to secure the

payment and performance of the Obligations, as amended hereby, all of the foregoing in accordance with and upon the terms and provisions of the Original Mortgage. The grants made in this paragraph are in addition and supplementary to and not in lieu, derogation or replacement of the grants made in the Original Mortgage.

Section 1.04 No Novation. Nothing herein or any other documents executed in connection herewith shall constitute a novation. It is Mortgagor's and Mortgagee's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations.

Section 1.05 Miscellaneous; Representations and Warranties. This Amendment is effective as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, and security agreement, described in the Original Mortgage. Mortgagor hereby acknowledges and agrees that except as specifically amended, supplemented, changed or modified hereby, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

Section 1.06 Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns subject to the terms and conditions of the Second Lien Note Purchase Agreement.

Section 1.07 Headings. The headings of the articles, sections and subsections of this Agreement are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof

Section 1.08 Governing Law. Insofar as permitted by otherwise applicable law, this Amendment shall be construed under and governed by the laws of the State of Texas (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Texas, the laws of the place in which such Property is located in, or offshore adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 1.09 Counterparts. This Amendment is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

EXECUTED this 29th day of December, 2017, to be effective as of the Effective Date.

Mortgagor:

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

By: Warren B. Bonham

Name: Warren B. Bonham

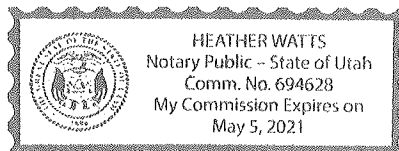
Title: Vice President

STATE OF UTAH §
§
COUNTY OF SUMMIT §

This instrument was acknowledged before me on December 29th, 2017 by Warren B. Bonham, as Vice President of Superior Silica Sands LLC, a Texas limited liability company, on behalf of said limited liability company.


Heather Watts
Notary Public

SEAL:



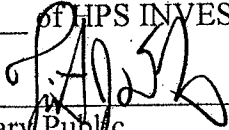
MORTGAGEE:

HPS INVESTMENT PARTNERS, LLC,

By: 
Name: **MARCUS COLWELL**
Title: **MANAGING DIRECTOR**

STATE OF New York §
COUNTY OF New York §

This instrument was acknowledged before me on December 21, 2017 by
Marcus Colwell, as Managing Director of HPS INVESTMENT PARTNERS,
LLC


Notary Public

SEAL:

TIMOTHY DONNELLY
NOTARY PUBLIC, State of New York
No. 01006207223
Qualified in New York County
My Commission Expires June 08, 2017

2021

ANNEX I

1. Second Lien Deed Of Trust, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases dated as of April 12, 2017 by Mortgagor to Trustee in trust for Mortgagee, for its benefit and the benefit of the Issuers and the other holders of the Obligations as defined in the Second Lien Note Purchase Agreement, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Limestone County	Document No. 20171454	April 17, 2017

2. Second Lien Deed Of Trust, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases dated as of April 12, 2017 by Mortgagor to Trustee in trust for Mortgagee, for its benefit and the benefit of the Issuers and the other holders of the Obligations as defined in the Second Lien Note Purchase Agreement, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Robertson County	Bk-OR VI-1318, Page 260	April 21, 2017

3. Second Lien Deed Of Trust, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases dated as of June 30, 2017 by Mortgagor to Trustee in trust for Mortgagee, for its benefit and the benefit of the Issuers and the other holders of the Obligations as defined in the Second Lien Note Purchase Agreement, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Bexar County	Book 18602, Page 768	June 30, 2017

Doc# 20180003245
Pages 7
01/05/2018 1:58PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$46.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
01/05/2018 1:58PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

842545

01/08/2018 8:19:59 AM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 13

SUBMITTER: SIMPLIFILE

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Name

FIRST AMENDMENT TO SECOND
LIEN MORTGAGE, SECURITY
AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING
AND ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and When
Recorded Return To:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

004-3000-17-000, 004-3000-18-000, 004-3000-19-000,
004-3000-15-000, 004-3000-13-000, 004-3000-11-000,
004-3100-07-000, 004-3100-08-000, 004-3100-04-010,
004-3100-05-000, 151-8000-04-000, 151-8000-05-000,
151-8000-06-000, 014-2600-03-000, 004-3200-07-
000, 004-3200-08-000, 004-3200-09-000, 004-3200-05-000,
004-3200-10-000

Parcel Identification Number (PIN)

Barron County, Wisconsin

WHEN RECORDED RETURN TO:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

**FIRST AMENDMENT TO
SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES**

This FIRST AMENDMENT TO SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of January 5, 2018 (the "Effective Date") by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), in favor of HPS INVESTMENT PARTNERS, LLC (in such capacity, the "Mortgagee"), for its benefit and the benefit of the Secured Parties.

R E C I T A L S:

A. Emerge Energy Services LP ("Parent Guarantor"), a Delaware limited partnership, Emerge Energy Services Operating LLC ("Emerge"), a Delaware limited liability company, the Mortgagor, U.S. Bank National Association ("Original Mortgagee"), as disbursing agent and collateral agent and the lenders party thereto, entered into that certain Second Lien Credit and Security Agreement, dated as of April 12, 2017 (the "Credit Agreement") providing for a \$40,000,000 term loan facility to, among others, the Mortgagor.

B. In order to secure the payment and performance of the obligations under the Credit Agreement, Mortgagor executed and delivered that certain Second Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases (the "Original Mortgage" and as amended by this Amendment and as may be further amended and restated, supplemented or otherwise modified from time to time, the "Mortgage"), recorded April 17, 2017, as Instrument Number 835719 in the office of the Register of Deeds of Barron County, Wisconsin, pertaining to the property set forth on Exhibit A hereto (the "Mortgaged Property").

C. Pursuant to that certain Second Lien Note Purchase Agreement (the "Second Lien Note Purchase Agreement") dated as of January 5, 2018, by and among Parent Guarantor, Emerge, Mortgagor, the Noteholders which are now or which hereafter become a party thereto, and Mortgagee, as notes agent and collateral agent, the Credit Agreement is being amended and restated in its entirety. By the terms of the Second Lien Note Purchase Agreement, the Noteholders will purchase the Notes in the aggregate principal amount of \$215,000,000 subject to the satisfaction of certain conditions precedent set forth in Article VIII of that certain Second Lien Note Purchase Agreement.

D. Prior to giving effect hereto, and pursuant to that certain Assignment of Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents And Leases dated as of the date hereof, recorded January 5, 2018, as Instrument Number

842527 in the office of the Register of Deeds of Barron County, Wisconsin, Original Mortgagee assigned its rights under the Original Mortgage to Mortgagee.

E. Mortgagor and Mortgagee desire to execute and deliver this Amendment in order to secure the payment and performance of the Obligations under the Second Lien Note Purchase Agreement.

F. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors and Mortgagee hereby agree as follows:

Section 1.01 Defined Terms.

(a) Each capitalized term used and not defined herein has the meaning assigned such term in the Original Mortgage.

(b) All references in the Original Mortgage to "this Mortgage" shall mean the Mortgage.

(c) All uncapitalized terms which are defined in the UCC are used herein as so defined.

(d) "Issuers" shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(e) "Noteholders" shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(f) "Notes" shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(g) "Obligations" shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(h) "Secured Parties" shall have the meaning set forth in the Second Lien Note Purchase Agreement.

Section 1.02 Incorporation of Recitals. The Recitals hereto are hereby incorporated by reference into the Original Mortgage in their entirety.

Section 1.03 Confirmation. Mortgagor hereby confirms that it has heretofore given, granted, bargained, sold, conveyed, mortgaged, warranted, pledged and confirmed all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties to secure the payment and performance of the Obligations, in the Collateral, and Mortgagor further gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties, to secure the payment and performance of the Obligations, as amended hereby,

all of the foregoing in accordance with and upon the terms and provisions of the Original Mortgage. The grants made in this paragraph are in addition and supplementary to and not in lieu, derogation or replacement of the grants made in the Original Mortgage.

Section 1.04 No Novation. Nothing herein or any other documents executed in connection herewith shall constitute a novation. It is Mortgagor's and Mortgagee's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations.

Section 1.05 Miscellaneous; Representations and Warranties. This Amendment is effective as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, and security agreement, described in the Original Mortgage. Mortgagor hereby acknowledges and agrees that except as specifically amended, supplemented, changed or modified hereby, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

Section 1.06 Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns subject to the terms and conditions of the Second Lien Note Purchase Agreement.

Section 1.07 Headings. The headings of the articles, sections and subsections of this Agreement are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof


Section 1.08 Governing Law. Insofar as permitted by otherwise applicable law, this Amendment shall be construed under and governed by the laws of the State of Wisconsin (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Wisconsin, the laws of the place in which such Property is located in, or offshore adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 1.09 Counterparts. This Amendment is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

EXECUTED this 29th day of December, 2017, to be effective as of the Effective Date.

Mortgagor:

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

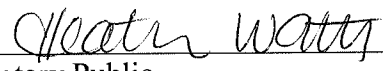
By: 

Name: Warren B. Bonham

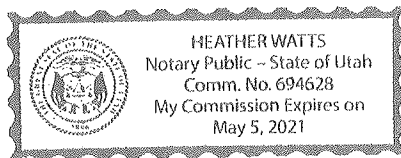
Title: Vice President

STATE OF UTAH §
§
COUNTY OF SUMMIT §

This instrument was acknowledged before me on December 29th, 2017 by Warren B. Bonham, as Vice President of Superior Silica Sands LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public

SEAL:



MORTGAGEE:

HPS INVESTMENT PARTNERS, LLC,

By: [Signature]
Name: MARCUS COLWELL
Title: MANAGING DIRECTOR

STATE OF New York §
COUNTY OF New York §

This instrument was acknowledged before me on December 21, 2017 by
Marcus Colwell, as Managing Director of HPS INVESTMENT PARTNERS,
LLC

[Signature]
Notary Public

SEAL:

TIMOTHY DONNELLY
NOTARY PUBLIC, State of New York
No. 01006207223
Qualified in New York County
My Commission Expires June 03, 2017
2021

ANNEX I

1. Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases dated as of April 12, 2017 by Mortgagor in favor of Mortgagee, for its benefit and the benefit of the Issuers and the other holders of the Obligations as defined in the Second Lien Note Purchase Agreement, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Barron County	Document No. 853719	April 17, 2017

EXHIBIT A

Phillip Larson Mineral Lease

Tax Parcel #: 004-3000-17-000 & 004-3000-18-000

The NW¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

AND

The SW¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin EXCEPT lands conveyed for highway purposes in Volume 132 of Records, Page 266 as Document #319461 AND in Document 811463.

David Fall Mineral Lease

Tax Parcel #: 004-3000-19-000

All that part of the SE¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin lying West of the centerline of the town road running in a Northerly and Southerly direction through said SE¼ of the SE¼ of Section 30, Township 33 North, Range 13 West, EXCEPT lands conveyed for highway purposes in Volume 132 of Records, Page 266 as Document #319461 AND in Document # 811864.

Kenneth Larson Surface Lease

Tax Parcel #: 004-3000-15-000

The SE¼ of the SW¼ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin EXCEPT lands conveyed for highway purposes in Volume 132 of Deeds, Page 267, as Document #319462.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the South¼ corner of said Section 30; thence N 00° 12' 43" W along the East line of said SW¼, 50.00 feet to the North right-of-way of C.T.H. P and the point of beginning; thence N 89° 25' 26" W along said North right-of-way, 135.01 feet; thence S 00° 12' 43" E along said North right-of-way, 10.00 feet; thence N 89° 25' 26" W along said North right-of-way, 1,182.21 feet to the West line of said SE¼ of the SW¼; thence N 00° 05' 24" W along said West

line, 1,270.55 feet to the Northwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 89° 36' 43" E along the North line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,314.47 feet to the Northeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 00° 12' 43" E along the East line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1264.91 feet to the point of beginning.

Kenneth Larson Mineral Lease

Tax Parcel #: 004-3000-13-000

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin EXCEPT the North 1 rod thereof.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the West $\frac{1}{4}$ corner of said Section 30; thence S 00° 03' 32" W along the West line of the fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ 16.50 feet to the South line of the North 1 rod of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the point of beginning; thence S 89° 48' 04" E along said South line, 1,284.14 feet to the East line of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 00° 05' 24" E along said East line, 1,294.05 feet to the Southeast corner of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 89° 36' 43" W along the South line of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,287.52 feet to the Southwest corner of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 00° 03' 32" E along the West line of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,289.79 feet to the point of beginning.

Eric Larson Mineral Lease

Tax Parcel #: 004-3000-11-000

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the South $\frac{1}{4}$ corner of said Section 30; thence N 00° 12' 43" W along the East line of said

SW $\frac{1}{4}$, 1,314.91 feet to the Southeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the point of beginning;
thence N 89° 36' 43" W along the South line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,314.47 feet to the Southwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 00° 05' 24" W along the West line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,310.55 feet to the Northwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 89° 48' 04" E along the North line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,311.64 feet to the Northeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 00° 12' 43" E along the East line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,314.91 feet to the point of beginning.

Dale Scribner Mineral Lease

Tax Parcel #004-3100-07-000; 004-3100-08-000; 004-3100-04-010; 004-3100-05-000

The North one-half of the NW $\frac{1}{4}$ of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin, EXCEPT the North 40 feet thereof AND EXCEPT lands conveyed for highway purposes in Volume 132 of Deeds, Page 268 as Document #319463; AND in Document #811462; AND in Correction Instrument as Document #817726.

AND

The West one-half of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin; EXCEPT lands conveyed for highway purposes in Volume 132 of Deeds, Page 265 as Document #319460; AND in Document #811462; AND in Correction Instrument as Document #817726.

AND

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

**New Auburn Plant
Barron County Property**

Tax Parcel # 151-8000-04-000

Outlot 2 of Certified Survey Map #5821 recorded in Volume 39 of Certified Survey Maps, Page 81, as Document # 777263, Town of Dovre, Barron County, Wisconsin.

AND

Lot 1 of Certified Survey Map #5612 recorded in Volume 38 of Certified Survey Maps, Page 60, as Document # 750480, Town of Dovre, Barron County, Wisconsin.

AND

Outlot 1 of Certified Survey Map #5612 recorded in Volume 38 of Certified Survey Maps, Page 60, as Document #750480, Town of Dovre, Barron County, Wisconsin.

AND

Outlot 4 of Certified Survey Map #5880 recorded in Volume 39 of Certified Survey Maps, Page 140, as Document # 785496, Town of Dovre, Barron County, Wisconsin.

Tax Parcel # 151-8000-05-000

The Westerly 50 feet of the 250 wide railroad right of way, located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin.

Tax Parcel # 151-8000-06-000

That part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin; lying West of the railroad right-of-way and described as follows: Commencing at the intersection of the South forty line and the West line of the railroad right-of-way; thence West along the South forty line 259 feet; thence North 469 feet; thence East 127 feet to the railroad right-of-way; thence Southerly along said railroad right-of way to the point of beginning.

**Clinton Plant
Barron County, WI**

Tax Parcel#: 014-2600-03-000

That part of the SE $\frac{1}{4}$ of Section 23, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin, lying South of Vermillion River.

AND

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin.

AND

That part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying North of the North right-of-way line the of Soo Line Railroad; Section 26, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M.

RADO, S-1900, OF COOPER ENGINEERING, DATED JUNE 19, 2012, PROJECT NO. 12373011, AS FOLLOWS:

Beginning at the South $\frac{1}{4}$ Corner of said Section 23; thence North 00° 48' 44" East, along the West line of the SE $\frac{1}{4}$ of said Section 23, 300.00 feet to a meander corner located South 00° 48' 44" West, 138 feet more or less from the thread of the Vermillion River; thence North 53° 58' 02" East along a meander line, 551.26 feet; thence North 31° 12' 47" East, along said meander line, 600.76 feet; thence North 61° 04' 47" East, along said meander line, 229.63 feet; thence South 09° 38' 04" East, along said meander line, 1,293.22 feet to the South line of the SE $\frac{1}{4}$ of said Section 23 and a meander corner located North 88° 44' 30" West, 440 feet more or less from the thread of the Vermillion River; thence South 88° 44' 30" East, along the South line of the SE $\frac{1}{4}$ of said Section 23, 136.00 feet to the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence South 00° 18' 02" East, along the East line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, 1,821.74 feet to the North right-of-way of the former Soo Line Railroad (now Canadian National Railway); thence North 79° 13' 31" West, along said right-of-way, 356.57 feet to the start of a curve concave to the North, having a radius of 2,817.43 feet, a central angle of 09° 54' 47", a long chord bearing of North 74° 16' 07" West, and a long chord length of 486.86 feet; thence Westerly along said curve and said right-of-way, an arc distance of 487.46 feet; thence North 69° 18' 44" West, along said right-of-way, 539.70 feet to the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence North 00° 01' 13" West along the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, 1,461.27 feet to the point of beginning, Town of Clinton, Barron County, Wisconsin.

Including all that land lying between the West line of the SE $\frac{1}{4}$ of said Section 23, the South line of the SE $\frac{1}{4}$ of said Section 23, the meander line, and the thread of the Vermillion River.

**Ludequam Lease and Royalty Agreement &
Ludequam Mineral and Surface Lease**

Tax Parcel #004-3200-07-000,004-3200-08-00,004-3200-09-000

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; Section 32, Township 33 North, Range 13 West, in the Town of Arland, Barron County, Wisconsin.

AND

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Section 32, Township 33 North, Range 13 West, in the Town of Arland, Barron County, Wisconsin; EXCEPT lands for highway right-of-way in Volume 132 of Deeds, Page 245 as Document #319137; AND EXCEPT lands for right-of-way in Document #811461; AND EXCEPT Lot 1 of Certified Survey Map #4547 in Volume 31 of Certified Survey Maps, Page 151 as Document # 651728.

AND

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Section 32, Township 33 North, Range 13 West, in the Town of Arland, Barron County, Wisconsin; EXCEPT lands for highway right-of-way in Volume 132 of Deeds, Page 245 as Document #319137; AND EXCEPT lands for right-of-way in Document #811461; AND EXCEPT Lot 1 of Certified Survey Map #4547 in Volume 31 of Certified Survey Maps, Page 151 as Document # 651728.

Picknell Mineral Lease

Tax Parcel # 004-3200-05-000 & 004-3200-10-000

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

AND

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

842544

01/08/2018 8:19:58 AM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 8

SUBMITTER: SIMPLIFILE

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Name

FIRST AMENDMENT TO SECOND
LIEN MORTGAGE, SECURITY
AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING
AND ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and When
Recorded Return To:
Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

004-3000-08-010

Parcel Identification Number (PIN)

Barron County, Wisconsin

WHEN RECORDED RETURN TO:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

**FIRST AMENDMENT TO
SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES**

This FIRST AMENDMENT TO SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of January 5, 2018 (the "Effective Date") by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), in favor of HPS INVESTMENT PARTNERS, LLC (in such capacity, the "Mortgagee"), for its benefit and the benefit of the Secured Parties.

R E C I T A L S:

A. Emerge Energy Services LP ("Parent Guarantor"), a Delaware limited partnership, Emerge Energy Services Operating LLC ("Emerge"), a Delaware limited liability company, the Mortgagor, U.S. Bank National Association ("Original Mortgagee"), as disbursing agent and collateral agent and the lenders party thereto, entered into that certain Second Lien Credit and Security Agreement, dated as of April 12, 2017 (the "Credit Agreement") providing for a \$40,000,000 term loan facility to, among others, the Mortgagor.

B. In order to secure the payment and performance of the obligations under the Credit Agreement, Mortgagor executed and delivered that certain Second Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases (the "Original Mortgage" and as amended by this Amendment and as may be further amended and restated, supplemented or otherwise modified from time to time, the "Mortgage"), recorded April 17, 2017, as Instrument Number 835718 in the office of the Register of Deeds of Barron County, Wisconsin, pertaining to the property set forth on Exhibit A hereto (the "Mortgaged Property").

C. Pursuant to that certain Second Lien Note Purchase Agreement (the "Second Lien Note Purchase Agreement") dated as of January 5, 2018, by and among Parent Guarantor, Emerge, Mortgagor, the Noteholders which are now or which hereafter become a party thereto, and Mortgagee, as notes agent and collateral agent, the Credit Agreement is being amended and restated in its entirety. By the terms of the Second Lien Note Purchase Agreement, the Noteholders will purchase the Notes in the aggregate principal amount of \$215,000,000 subject to the satisfaction of certain conditions precedent set forth in Article VIII of that certain Second Lien Note Purchase Agreement.

D. Prior to giving effect hereto, and pursuant to that certain Assignment of Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents And Leases dated as of the date hereof, recorded January 5, 2018, as Instrument Number

842526 in the Office of the Register of Deeds of Barron County, Wisconsin, Original Mortgage assigned its rights under the Original Mortgage to Mortgagee.

E. Mortgagor and Mortgagee desire to execute and deliver this Amendment in order to secure the payment and performance of the Obligations under the Second Lien Note Purchase Agreement.

F. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors and Mortgagee hereby agree as follows:

Section 1.01 Defined Terms.

(a) Each capitalized term used and not defined herein has the meaning assigned such term in the Original Mortgage.

(b) All references in the Original Mortgage to “this Mortgage” shall mean the Mortgage.

(c) All uncapitalized terms which are defined in the UCC are used herein as so defined.

(d) “Issuers” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(e) “Noteholders” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(f) “Notes” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(g) “Obligations” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(h) “Secured Parties” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

Section 1.02 Incorporation of Recitals. The Recitals hereto are hereby incorporated by reference into the Original Mortgage in their entirety.

Section 1.03 Confirmation. Mortgagor hereby confirms that it has heretofore given, granted, bargained, sold, conveyed, mortgaged, warranted, pledged and confirmed all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties to secure the payment and performance of the Obligations, in the Collateral, and Mortgagor further gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties, to secure the payment and performance of the Obligations, as amended hereby,

all of the foregoing in accordance with and upon the terms and provisions of the Original Mortgage. The grants made in this paragraph are in addition and supplementary to and not in lieu, derogation or replacement of the grants made in the Original Mortgage.

Section 1.04 No Novation. Nothing herein or any other documents executed in connection herewith shall constitute a novation. It is Mortgagor's and Mortgagee's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations.

Section 1.05 Miscellaneous; Representations and Warranties. This Amendment is effective as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, and security agreement, described in the Original Mortgage. Mortgagor hereby acknowledges and agrees that except as specifically amended, supplemented, changed or modified hereby, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

Section 1.06 Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns subject to the terms and conditions of the Second Lien Note Purchase Agreement.

Section 1.07 Headings. The headings of the articles, sections and subsections of this Agreement are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof

Section 1.08 Governing Law. Insofar as permitted by otherwise applicable law, this Amendment shall be construed under and governed by the laws of the State of Wisconsin (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Wisconsin, the laws of the place in which such Property is located in, or offshore adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 1.09 Counterparts. This Amendment is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

EXECUTED this 29th day of December, 2017, to be effective as of the Effective Date.

Mortgagor:

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

By: Warren B. Bonham

Name: Warren B. Bonham

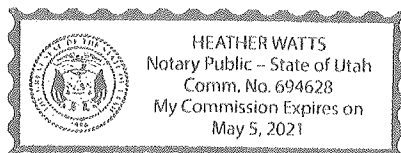
Title: Vice President

STATE OF UTAH §
§
COUNTY OF SUMMIT §

This instrument was acknowledged before me on December 29th, 2017 by Warren B. Bonham, as Vice President of Superior Silica Sands LLC, a Texas limited liability company, on behalf of said limited liability company.

Heather Watts
Notary Public

SEAL:



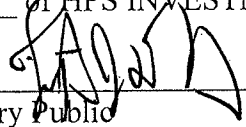
MORTGAGEE:

HPS INVESTMENT PARTNERS, LLC,

By: 
Name: MARCUS COLWELL
Title: MANAGING DIRECTOR

STATE OF New York §
COUNTY OF New York §

This instrument was acknowledged before me on December 21, 2017 by
Marcus Colwell, as Managing Director of HPS INVESTMENT PARTNERS,
LLC


Notary Public

SEAL:

TIMOTHY DONNELLY
NOTARY PUBLIC, State of New York
No. 01006207223
Qualified in New York County
My Commission Expires June 03, ~~2020~~

2021

ANNEX I

1. Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases dated as of April 12, 2017 by Mortgagor in favor of Mortgagee, for its benefit and the benefit of the Issuers and the other holders of the Obligations as defined in the Second Lien Note Purchase Agreement, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Barron County	Document No. 835718	April 17, 2017

EXHIBIT A

Tax Parcel #: 004-3000-08-010

Lot 1 of Certified Survey Map #6054 recorded in Volume 40 of Certified Survey Maps, Page 134 as Document # 808118, Town of Arland, Barron County, Wisconsin, being more particularly described on said survey as follows:

Beginning at the Northwest corner of said Section 30; thence N 89°36'49"E, along the North line of said NW ¼ of the NW ¼, 1,272.96 feet to the Northeast corner of said NW ¼ of the NW ¼; thence S 00°00'18" W, along the East line of said NW ¼ of the NW ¼, 880.02 feet; thence S 89°36'49" W, 616.65 feet; thence N 00°14'52" E, 260.02 feet; thence S 89°36'49" W, 660.04 feet to the West line of said NW ¼ of the NW ¼; thence N 00°14'52" E, along the West line of said NW ¼ of the NW ¼, 620.04 to the Point of Beginning; EXCEPT lands conveyed to Barron County for right-of-way purposes recorded 12/18/2015 as Document # 823752.

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

842546

01/08/2018 8:20:00 AM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 9

SUBMITTER: SIMPLIFILE

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Name

FIRST AMENDMENT TO SECOND
LIEN MORTGAGE, SECURITY
AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING
AND ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and When
Recorded Return To:
Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

004-2000-16-000, 004-2000-17-000, 004-1900-20-000

Parcel Identification Number (PIN)

Barron County, Wisconsin

WHEN RECORDED RETURN TO:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

**FIRST AMENDMENT TO
SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES**

This FIRST AMENDMENT TO SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of January 5, 2018 (the "Effective Date") by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), in favor of HPS INVESTMENT PARTNERS, LLC (in such capacity, the "Mortgagee"), for its benefit and the benefit of the Secured Parties.

R E C I T A L S:

A. Emerge Energy Services LP ("Parent Guarantor"), a Delaware limited partnership, Emerge Energy Services Operating LLC ("Emerge"), a Delaware limited liability company, the Mortgagor, U.S. Bank National Association ("Original Mortgagee"), as disbursing agent and collateral agent and the lenders party thereto, entered into that certain Second Lien Credit and Security Agreement, dated as of April 12, 2017 (the "Credit Agreement") providing for a \$40,000,000 term loan facility to, among others, the Mortgagor.

B. In order to secure the payment and performance of the obligations under the Credit Agreement, Mortgagor executed and delivered that certain Second Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases (the "Original Mortgage" and as amended by this Amendment and as may be further amended and restated, supplemented or otherwise modified from time to time, the "Mortgage"), recorded April 17, 2017, as Instrument Number 835720 in the office of the Register of Deeds of Barron County, Wisconsin, pertaining to the property set forth on Exhibit A hereto (the "Mortgaged Property").

C. Pursuant to that certain Second Lien Note Purchase Agreement (the "Second Lien Note Purchase Agreement") dated as of January 5, 2018, by and among Parent Guarantor, Emerge, Mortgagor, the Noteholders which are now or which hereafter become a party thereto, and Mortgagee, as notes agent and collateral agent, the Credit Agreement is being amended and restated in its entirety. By the terms of the Second Lien Note Purchase Agreement, the Noteholders will purchase the Notes in the aggregate principal amount of \$215,000,000 subject to the satisfaction of certain conditions precedent set forth in Article VIII of that certain Second Lien Note Purchase Agreement.

D. Prior to giving effect hereto, and pursuant to that certain Assignment of Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents And Leases dated as of the date hereof, recorded January 5, 2018, as Instrument Number

842528 in the Office of the Register of Deeds of Barron County, Wisconsin, Original Mortgagee assigned its rights under the Original Mortgage to Mortgagee.

E. Mortgagor and Mortgagee desire to execute and deliver this Amendment in order to secure the payment and performance of the Obligations under the Second Lien Note Purchase Agreement.

F. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors and Mortgagee hereby agree as follows:

Section 1.01 Defined Terms.

(a) Each capitalized term used and not defined herein has the meaning assigned such term in the Original Mortgage.

(b) All references in the Original Mortgage to “this Mortgage” shall mean the Mortgage.

(c) All uncapitalized terms which are defined in the UCC are used herein as so defined.

(d) “Issuers” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(e) “Noteholders” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(f) “Notes” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(g) “Obligations” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(h) “Secured Parties” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

Section 1.02 Incorporation of Recitals. The Recitals hereto are hereby incorporated by reference into the Original Mortgage in their entirety.

Section 1.03 Confirmation. Mortgagor hereby confirms that it has heretofore given, granted, bargained, sold, conveyed, mortgaged, warranted, pledged and confirmed all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties to secure the payment and performance of the Obligations, in the Collateral, and Mortgagor further gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties, to secure the payment and performance of the Obligations, as amended hereby,

all of the foregoing in accordance with and upon the terms and provisions of the Original Mortgage. The grants made in this paragraph are in addition and supplementary to and not in lieu, derogation or replacement of the grants made in the Original Mortgage.

Section 1.04 No Novation. Nothing herein or any other documents executed in connection herewith shall constitute a novation. It is Mortgagor's and Mortgagee's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations.

Section 1.05 Miscellaneous; Representations and Warranties. This Amendment is effective as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, and security agreement, described in the Original Mortgage. Mortgagor hereby acknowledges and agrees that except as specifically amended, supplemented, changed or modified hereby, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

Section 1.06 Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns subject to the terms and conditions of the Second Lien Note Purchase Agreement.

Section 1.07 Headings. The headings of the articles, sections and subsections of this Agreement are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof

Section 1.08 Governing Law. Insofar as permitted by otherwise applicable law, this Amendment shall be construed under and governed by the laws of the State of Wisconsin (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Wisconsin, the laws of the place in which such Property is located in, or offshore adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 1.09 Counterparts. This Amendment is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

EXECUTED this 29th day of December, 2017, to be effective as of the Effective Date.

Mortgagor:

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

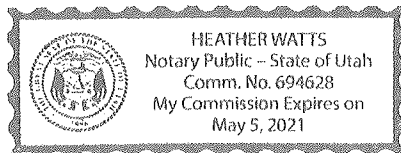
By: Warren B. Bonham
Name: Warren B. Bonham
Title: Vice President

STATE OF UTAH §
§
COUNTY OF SUMMIT §

This instrument was acknowledged before me on December 29th, 2017 by Warren B. Bonham, as Vice President of Superior Silica Sands LLC, a Texas limited liability company, on behalf of said limited liability company.


Heather Watts
Notary Public

SEAL:



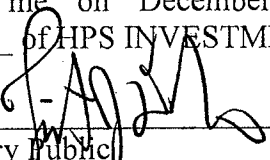
MORTGAGEE:

HPS INVESTMENT PARTNERS, LLC,

By: 
Name: MARCUS COLWELL
Title: MANAGING DIRECTOR

STATE OF New York §
COUNTY OF New York §

This instrument was acknowledged before me on December 21, 2017 by
Marcus Colwell, as Managing Director of HPS INVESTMENT PARTNERS,
LLC


Notary Public

SEAL:

TIMOTHY DONNELLY
NOTARY PUBLIC, State of New York
No. 01DO6207223
Qualified in New York County
My Commission Expires June 03, 2027

2021

ANNEX I

1. Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases dated as of April 12, 2017 by Mortgagor in favor of Mortgagee, for its benefit and the benefit of the Issuers and the other holders of the Obligations as defined in the Second Lien Note Purchase Agreement, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Barron County	Document No. 835720	April 17, 2017

EXHIBIT A

PARCEL A:

Tax Parcel #: 004-2000-16-000

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 33, Range 13 West, Town of Arland, Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Being at the W $\frac{1}{4}$ corner of Section 20; thence S $89^{\circ} 26' 09''$ E, along the North line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,330.76 feet to the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S $00^{\circ} 16' 54''$ W, along the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,321.37 feet to the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N $89^{\circ} 32' 55''$ W, along the South line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,326.05 feet to the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N $00^{\circ} 04' 41''$ E, along the West line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,324.01 feet to the Point of Beginning.

PARCEL B:

Tax Parcel #: 004-2000-17-000

Property Address: 819 & 821 7th Street, Clayton, Wisconsin 54004

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Beginning at the SW corner of Section 20; thence $00^{\circ} 04' 41''$ E, along the West line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,324.00 feet to the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S $89^{\circ} 32' 55''$ E, along the North line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,326.05 feet to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S $00^{\circ} 16' 54''$ W, along the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,321.36 feet to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N $89^{\circ} 39' 44''$ W, along the South line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,321.34 feet to the Point of Beginning.

PARCEL C:

Tax Parcel #: 004-1900-20-000

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin; EXCEPT the South 250 feet of the North 654 feet of the East 350 feet thereof.

AND

The East 198 feet of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin.

AND

The East 198 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Beginning at the E $\frac{1}{4}$ corner of Section 19; thence South $00^{\circ}04'41''$ West, along the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 404.01 feet to the NE corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $89^{\circ}43'32''$ West, 350.01 feet to the NW corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $00^{\circ}04'41''$ West, 250.00 feet to the SW corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North $89^{\circ}43'32''$ East, 350.01 feet to the SE corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $00^{\circ}04'41''$ West, along the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 670.00 feet to the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $89^{\circ}59'45''$ West, along the South line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1312.11 feet to the SW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $00^{\circ}07'00''$ West, along the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1317.82 feet to the SE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North $89^{\circ}44'03''$ West, along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 198.00 feet; thence North $00^{\circ}07'00''$ East, along a line located 198 feet West of (measured at right angles to) the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 2633.77 feet to the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North $89^{\circ}43'32''$ East, along the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the North line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1509.26 feet to the point of beginning.

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

842547

01/08/2018 8:20:01 AM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 15

SUBMITTER: SIMPLIFILE

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Name

FIRST AMENDMENT TO SECOND
LIEN MORTGAGE, SECURITY
AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING
AND ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and When
Recorded Return To:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

040-2700-12-000, 040-2800-10-000, 040-2800-13-000,
040-2800-16-000, 040-3300-08-000, 040-3300-04-000,
040-3300-03-000, 040-3300-09-000, 040-2800-15-000,
040-2800-17-000, 040-2800-03-000, 040-2800-03-010,
040-2800-06-000, 040-2800-09-000, 040-2700-07-000,
040-2800-02-000, 040-2800-04-000, 040-2800-14-000

Parcel Identification Number (PIN)

Barron County, Wisconsin

WHEN RECORDED RETURN TO:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

**FIRST AMENDMENT TO
SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES**

This FIRST AMENDMENT TO SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of January 5, 2018 (the "Effective Date") by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), in favor of HPS INVESTMENT PARTNERS, LLC (in such capacity, the "Mortgagee"), for its benefit and the benefit of the Secured Parties.

R E C I T A L S:

A. Emerge Energy Services LP ("Parent Guarantor"), a Delaware limited partnership, Emerge Energy Services Operating LLC ("Emerge"), a Delaware limited liability company, the Mortgagor, U.S. Bank National Association ("Original Mortgagee"), as disbursing agent and collateral agent and the lenders party thereto, entered into that certain Second Lien Credit and Security Agreement, dated as of April 12, 2017 (the "Credit Agreement") providing for a \$40,000,000 term loan facility to, among others, the Mortgagor.

B. In order to secure the payment and performance of the obligations under the Credit Agreement, Mortgagor executed and delivered that certain Second Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases (the "Original Mortgage" and as amended by this Amendment and as may be further amended and restated, supplemented or otherwise modified from time to time, the "Mortgage"), recorded April 17, 2017, as Instrument Number 835721 in the office of the register of Deeds of Barron County, Wisconsin, pertaining to the property set forth on Exhibit A hereto (the "Mortgaged Property").

C. Pursuant to that certain Second Lien Note Purchase Agreement (the "Second Lien Note Purchase Agreement") dated as of January 5, 2018, by and among Parent Guarantor, Emerge, Mortgagor, the Noteholders which are now or which hereafter become a party thereto, and Mortgagee, as notes agent and collateral agent, the Credit Agreement is being amended and restated in its entirety. By the terms of the Second Lien Note Purchase Agreement, the Noteholders will purchase the Notes in the aggregate principal amount of \$215,000,000 subject to the satisfaction of certain conditions precedent set forth in Article VIII of that certain Second Lien Note Purchase Agreement.

D. Prior to giving effect hereto, and pursuant to that certain Assignment of Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents And Leases dated as of the date hereof, recorded January 5, 2018, as Instrument Number

842529 in the office of the Register of Deeds of Barron County, Wisconsin, Original Mortgagee assigned its rights under the Original Mortgage to Mortgagee.

E. Mortgagor and Mortgagee desire to execute and deliver this Amendment in order to secure the payment and performance of the Obligations under the Second Lien Note Purchase Agreement.

F. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors and Mortgagee hereby agree as follows:

Section 1.01 Defined Terms.

(a) Each capitalized term used and not defined herein has the meaning assigned such term in the Original Mortgage.

(b) All references in the Original Mortgage to “this Mortgage” shall mean the Mortgage.

(c) All uncapitalized terms which are defined in the UCC are used herein as so defined.

(d) “Issuers” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(e) “Noteholders” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(f) “Notes” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(g) “Obligations” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(h) “Secured Parties” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

Section 1.02 Incorporation of Recitals. The Recitals hereto are hereby incorporated by reference into the Original Mortgage in their entirety.

Section 1.03 Confirmation. Mortgagor hereby confirms that it has heretofore given, granted, bargained, sold, conveyed, mortgaged, warranted, pledged and confirmed all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties to secure the payment and performance of the Obligations, in the Collateral, and Mortgagor further gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties, to secure the payment and performance of the Obligations, as amended hereby,

all of the foregoing in accordance with and upon the terms and provisions of the Original Mortgage. The grants made in this paragraph are in addition and supplementary to and not in lieu, derogation or replacement of the grants made in the Original Mortgage.

Section 1.04 No Novation. Nothing herein or any other documents executed in connection herewith shall constitute a novation. It is Mortgagor's and Mortgagee's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations.

Section 1.05 Miscellaneous; Representations and Warranties. This Amendment is effective as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, and security agreement, described in the Original Mortgage. Mortgagor hereby acknowledges and agrees that except as specifically amended, supplemented, changed or modified hereby, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

Section 1.06 Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns subject to the terms and conditions of the Second Lien Note Purchase Agreement.

Section 1.07 Headings. The headings of the articles, sections and subsections of this Agreement are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof

Section 1.08 Governing Law. Insofar as permitted by otherwise applicable law, this Amendment shall be construed under and governed by the laws of the State of Wisconsin (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Wisconsin, the laws of the place in which such Property is located in, or offshore adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 1.09 Counterparts. This Amendment is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

EXECUTED this 29th day of December, 2017, to be effective as of the Effective Date.

Mortgagor:

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

By: Warren B. Bonham

Name: Warren B. Bonham

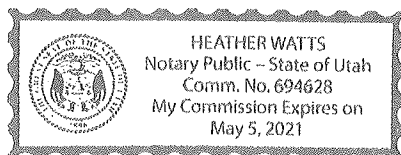
Title: Vice President

STATE OF UTAH §
§
COUNTY OF SUMMIT §

This instrument was acknowledged before me on December 29th, 2017 by Warren B. Bonham, as Vice President of Superior Silica Sands LLC, a Texas limited liability company, on behalf of said limited liability company.

Heather Watts
Notary Public

SEAL:



MORTGAGEE:

HPS INVESTMENT PARTNERS, LLC,

By: [Signature]
Name: MARCUS COLWELL
Title: MANAGING DIRECTOR

STATE OF New York §
COUNTY OF New York §

This instrument was acknowledged before me on December 21, 2017 by
Marcus Colwell, as Managing Director of HPS INVESTMENT PARTNERS,
LLC

[Signature]
Notary Public

SEAL:

TIMOTHY DONNELLY
NOTARY PUBLIC, State of New York
No. 01DO6207223
Qualified in New York County
My Commission Expires June 08, ~~2018~~
2021

ANNEX I

1. Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases dated as of April 12, 2017 by Mortgagor in favor of Mortgagee, for its benefit and the benefit of the Issuers and the other holders of the Obligations as defined in the Second Lien Note Purchase Agreement, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Barron County	Document No. 835721	April 17, 2017

EXHIBIT A

Thompson Mineral Lease

Tax Parcel #'s: 040-2700-12-000

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the W $\frac{1}{4}$ corner of Section 27, which is the Point of Beginning; thence S 89°33'03" E along the North line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,329.12 feet to the NE corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 0°07'21" E along the East line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,316.45 feet to the Southeast corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 89°18'36" W along the South line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,336.03 feet to the Southwest corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 0°10'34" E along the West line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,310.68 feet to the Point of Beginning.

Royalty Agreement

Wax Worms, Inc.

Tax Parcel #'s: 040-2800-10-000; 040-2800-13-000; 040-2800-16-000; 040-3300-08-000; 040-3300-04-000

The East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin **EXCEPT** the following described parcel: Commencing at a point 8 rods West of the Southeast corner; thence in a Northwesterly direction 30 rods; thence East 12 rods to the East line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South to the Southeast corner; thence West to the point of beginning;

AND

That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin, described as follows: Commencing 3 rods East of the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence Southeast 50 rods; thence West 18 rods to the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West; thence North to the Northwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence East to the point of beginning;

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the West quarter corner of Section 28; thence N 89°45'27" E, 1,294.55 feet to the Northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 28, and the Point of Beginning (P.O. B.); thence N 89°45'27" E along the North line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,294.55 feet to the Northeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 1°03'26" W along the East line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,337.78 feet to the Southeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 89°10'42" E along the North line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 28, 1,325.48 feet to the Northeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S 0°37'16" W along the East line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,324.19 feet to the Southeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S 88°36'30" W along the South line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,286.56 feet; thence S 17°09'09" E, 825.00 of the feet; thence S 88°36'30" W, 297.00 feet to the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 33; thence S 0°17'50" W along said West line, 21.26 feet; thence S 89°58'19" W, 198.00 feet; thence S 7°21'55" E, 495.00 feet to the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 33; thence S 89°58'19" W along said South line, 1,203.84 feet to the Southwest corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 0°00'01" W along the West line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 1,310.50 feet to the Northwest corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 2°05'35" E along the West line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 28, 2,668.09 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Robert J. Schaaf

Tax Parcel #'s: 040-3300-03-000; 040-3300-09-000

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin **EXCEPT** that part described as follows: Beginning at a point 3 rods East of the Northwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ thence Southeasterly 50 rods;

thence West 18 rods to the West line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North to the Northwest corner; thence East 3 rods to the point of beginning;

AND

That part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin described as follows: Beginning at a point 8 rods West of the Southeast corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence Northwesterly 30 rods; thence East 12 rods to the East line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South to the Southeast corner; thence West to the point of beginning.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 33; thence N 88°36'30" E along the North line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 49.50 feet to the Point of Beginning (P.O.B.); thence continuing N 88°36'30" E along said North line, 1,286.56 feet to the Northeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 0°22'59" W along the East line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,320.46 feet to the Southeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°12'12" W along the South line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,333.75 feet to the Southwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°58'19" W along the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 132.00 feet; thence N 7°21'55" W, 495.00 feet; thence N 89°58'19" E, 198.00 feet to the East line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 0°17'50" E along said East line, 21.26 feet; thence N 88°36'30" E, 297.00 feet; thence N 17°09'09" W, 825.00 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Monte E. Thompson and Rhonda M. Thompson

Tax Parcel #'s: 040-2800-15-000; 040-2800-17-000

The S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County Wisconsin.

AND

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the Southeast corner of Section 28, which is the Point of Beginning (P.O.B.); thence S 88°36'30" W along the South line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,336.06 feet to the Southwest corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence N 0°37'16" E along the West line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,324.19 feet to the Northwest corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S 89°10'42" W along the South line of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,325.48 feet to the Southwest corner of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence N 1°03'26" E along the West line of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 668.89 feet to the Northwest corner of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence N 89°28'00" E along the North line of said S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 2,640.48 feet to the Northeast corner of said S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S 0°10'34" W along the East line of said S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,966.02 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

John W. VanBeek and Mary J. VanBeek

Tax Parcel #: 040-2800-03-000

The East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

A non-exclusive perpetual easement for ingress and egress over the South 30 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West and over the South 30 feet of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 32 North, Range 11 West.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S- 1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 28; thence N 89°54'19" E, 647.21 feet to the Northwest corner of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the Point of Beginning (P.O.B.); thence N 89°53'53" E along the North line of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 647.60 feet to the Northeast corner of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 0°36'46" W along the East

line of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,312.74 feet to the Southeast corner of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°50'16" W along the South line of said E $\frac{1}{2}$ -NW-NE, 652.20 feet to the Southwest corner of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N 0°48'47" E along the West line of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,313.49 feet to the P.O.B.

Together with a non-exclusive perpetual easement for ingress and egress over the South 30 feet of the Northeast Quarter of the Northeast Quarter of Section 28, Township 32 North, Range 11 West and over the South 30 feet of the Northwest Quarter of the Northwest Quarter of Section 27, Township 32 North, Range 11 West.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Bryan D. Yenter, Sara J. Yenter and Kevin Yenter

Tax Parcel #: 040-2800-03-010

The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

A non-exclusive easement for ingress and egress over the South 30 feet of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S- 1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 28, and the Point of Beginning (P.O.B.); thence N 89°54'19" E along the North line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 647.21 feet to the Northeast corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 0°48'47" W along the East line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,313.49 feet to the Southeast corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°47'11" W along the South line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 652.83 feet to the Southwest corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N 1°03'26" E along the West line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,314.94 feet to the P.O.B.

Together with a non-exclusive easement for ingress and egress over the South 30 feet of the East½ of the NW¼ of the NE¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NE¼ of the NE¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NW¼ of the NW¼ of Section 27; Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Joseph M. Diedrich and Sonja J. Diedrich

Tax Parcel #'s: 040-2800-06-000; 040-2800-09-000

The NE ¼ of the NW ¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin;

AND

The SE ¼ of the NW ¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 28, which is the Point of Beginning; thence S 1°03'26" W along the East line of the NE ¼ of the NW ¼ and SE ¼ of the NW¼ , 2,629.88 feet to the Southeast corner of said SE ¼ of the NW¼; thence S 89°45'27" W along the South line of said SE¼ of the NW¼, 1,294.55 feet to the Southwest corner of said SE ¼ of the NW¼ ; thence N 1°03'01" E along the West line of said SE ¼ of the NW¼ and NE ¼ of the NW ¼ , 2,640.20 feet to the Northwest corner of said NE ¼ of the NW ¼; thence S 89°47'10" E along the North line of said NE ¼ of the NW¼, 1,294.68 feet to the Point of Beginning.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement

recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Terry L. Thompson (Royalty Agreement)

Tax Parcel #'s: 040-2700-07-000; 040-2800-02-000; 040-2800-04-000; 040-2800-14-000

Parcel 1:

Lot 1 of Certified Survey Map #5322 recorded in Volume 36 of Certified Survey Maps, Page 145 as Document #724004, Town of Sioux Creek, Barron County, Wisconsin.

Parcel 2:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

Parcel 3:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Parcel 1:

Lot 1 of Certified Survey Map #5322 recorded in Volume 36 of Certified Survey Maps, Page 145 as Document #724004, being part of the NW $\frac{1}{4}$ -NW $\frac{1}{4}$ of Section 27, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

Parcel 2:

Commencing at the Northeast corner of Section 28, which is the Point of Beginning (P.O.B.);

thence S 0°11'41" W along the East line of the NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1311.72 feet to the Southeast corner of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$;

thence S 89°53'15" W along the South line of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1304.04 feet to the Southwest corner of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$;

thence N 0°36'46" E along the West line of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1312.74 feet to the Northwest corner of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$;

thence N 89°55'43" E along the North line of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1294.46 feet to the P.O.B.

Parcel 3:

Commencing at the North quarter corner of Section 28;

thence S 1°03'26" W along the N-S quarter section line, 1314.94 feet to the Northwest corner of the SW1/4-NE1/4, and the Point of Beginning (P.O.B.);

thence N 89°47'11" E along the North line of said SW1/4-NE1/4, 652.83 feet;

thence N 89°50'16" E along said North line, 652.20 feet to the Northeast corner of said SW1/4-NE1/4;

thence S 0°37'20" W along the East line of said SW1/4-NE1/4, 1313.51 feet to the Southeast corner of said SW1/4-NE1/4;

thence N 89°45'27" E along the North line of the NE1/4-SE1/4, 1315.03 feet to the Northeast corner of said NE1/4-SE1/4;

thence S 0°10'34" W along the East line of said NE1/4-SE1/4, 655.34 feet to the Southeast corner of the N1/2-NE1/4-SE1/4;

thence S 89°28'00" W along the South line of the N1/2-NE1/4-SE1/4 and the N1/2-NW1/4-SE1/4, 2640.48 feet to the Southwest corner of said N1/2-NW1/4-SE1/4;

thence N 1°03'26" E along said N-S quarter section line, 1983.83 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, executed on May 9, 2013, between Terry L. Thompson and Superior Silica Sands LLC, as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement to be recorded in the Office of the Register of Deeds of Barron County, Wisconsin.

874789

RECORDED ON

01/05/2018

3:49 PM

MARGE L. GEISSLER

REGISTER OF DEEDS

REC FEE: 30.00

FEE EXEMPT:

CHIPPEWA COUNTY, WI

PAGES: 18

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Name

FIRST AMENDMENT TO SECOND
LIEN MORTGAGE, SECURITY
AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING
AND ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and
When Recorded Return To:
Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

23110-0211-62270L03A, 23110-2834-00000000, a part of 23110-2843-09500000, a part of 23110-2843-09500000, 23110-3321-00000000, 23110-3312-00000000, 23110-3322-00210000, 23110-3323-00000000, 23110-3324-00000000, 23110-3331-03750000, 23110-3332-01250000, 23110-3331-00020000, 23110-3343-00000000, 23110-3344-00020000, 23110-3332-00020000, 23110-3342-00000000, 23110-3341-00000000, 23110-2831-00020000, 23110-2841-00020000, 23110-2842-00020000, 23110-2843-00020000, 23110-2844-00020000, part of (23110-2843-00020000, part of 23110-2844-00020000, part of 23110-3311-00020000, 23110-3313-00000000, 23110-3314-00000000, part of 23110-3311-00020000

Parcel Identification Number (PIN)

Chippewa County, Wisconsin

WEIL:196391646\4152644.0010

WHEN RECORDED RETURN TO:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

**FIRST AMENDMENT TO
SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES**

This FIRST AMENDMENT TO SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this “Amendment”) is entered into as of January 5, 2018 (the “Effective Date”) by SUPERIOR SILICA SANDS LLC, a Texas limited liability company (“Mortgagor”), in favor of HPS INVESTMENT PARTNERS, LLC (in such capacity, the “Mortgagee”), for its benefit and the benefit of the Secured Parties.

R E C I T A L S:

A. Emerge Energy Services LP (“Parent Guarantor”), a Delaware limited partnership, Emerge Energy Services Operating LLC (“Emerge”), a Delaware limited liability company, the Mortgagor, U.S. Bank National Association (“Original Mortgagee”), as disbursing agent and collateral agent and the lenders party thereto, entered into that certain Second Lien Credit and Security Agreement, dated as of April 12, 2017 (the “Credit Agreement”) providing for a \$40,000,000 term loan facility to, among others, the Mortgagor.

B. In order to secure the payment and performance of the obligations under the Credit Agreement, Mortgagor executed and delivered that certain Second Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases (the “Original Mortgage” and as amended by this Amendment and as may be further amended and restated, supplemented or otherwise modified from time to time, the “Mortgage”), recorded April 17, 2017, as Instrument Number 866244 in the office of the Register of Deeds of Chippewa County, Wisconsin, pertaining to the property set forth on Exhibit A hereto (the “Mortgaged Property”).

C. Pursuant to that certain Second Lien Note Purchase Agreement (the “Second Lien Note Purchase Agreement”) dated as of January 5, 2018, by and among Parent Guarantor, Emerge, Mortgagor, the Noteholders which are now or which hereafter become a party thereto, and Mortgagee, as notes agent and collateral agent, the Credit Agreement is being amended and restated in its entirety. By the terms of the Second Lien Note Purchase Agreement, the Noteholders will purchase the Notes in the aggregate principal amount of \$215,000,000 subject to the satisfaction of certain conditions precedent set forth in Article VIII of that certain Second Lien Note Purchase Agreement.

D. Prior to giving effect hereto, and pursuant to that certain Assignment of Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of

Rents And Leases dated as of the date hereof, recorded January 5, 2018, as Instrument Number 874771 in the Office of the Register of Deeds of Chippewa County, Wisconsin, Original Mortgage assigned its rights under the Original Mortgage to Mortgagee.

E. Mortgagor and Mortgagee desire to execute and deliver this Amendment in order to secure the payment and performance of the Obligations under the Second Lien Note Purchase Agreement.

F. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors and Mortgagee hereby agree as follows:

Section 1.01 Defined Terms.

(a) Each capitalized term used and not defined herein has the meaning assigned such term in the Original Mortgage.

(b) All references in the Original Mortgage to “this Mortgage” shall mean the Mortgage.

(c) All uncapitalized terms which are defined in the UCC are used herein as so defined.

(d) “Issuers” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(e) “Noteholders” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(f) “Notes” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(g) “Obligations” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(h) “Secured Parties” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

Section 1.02 Incorporation of Recitals. The Recitals hereto are hereby incorporated by reference into the Original Mortgage in their entirety.

Section 1.03 Confirmation. Mortgagor hereby confirms that it has heretofore given, granted, bargained, sold, conveyed, mortgaged, warranted, pledged and confirmed all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties to secure the payment and performance of the Obligations, in the Collateral, and Mortgagor further gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the

Secured Parties, to secure the payment and performance of the Obligations, as amended hereby, all of the foregoing in accordance with and upon the terms and provisions of the Original Mortgage. The grants made in this paragraph are in addition and supplementary to and not in lieu, derogation or replacement of the grants made in the Original Mortgage.

Section 1.04 No Novation. Nothing herein or any other documents executed in connection herewith shall constitute a novation. It is Mortgagor's and Mortgagee's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations.

Section 1.05 Miscellaneous; Representations and Warranties. This Amendment is effective as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, and security agreement, described in the Original Mortgage. Mortgagor hereby acknowledges and agrees that except as specifically amended, supplemented, changed or modified hereby, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

Section 1.06 Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns subject to the terms and conditions of the Second Lien Note Purchase Agreement.

Section 1.07 Headings. The headings of the articles, sections and subsections of this Agreement are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof

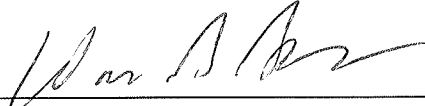
Section 1.08 Governing Law. Insofar as permitted by otherwise applicable law, this Amendment shall be construed under and governed by the laws of the State of Wisconsin (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Wisconsin, the laws of the place in which such Property is located in, or offshore adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 1.09 Counterparts. This Amendment is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

EXECUTED this 29th day of December, 2017, to be effective as of the Effective Date.

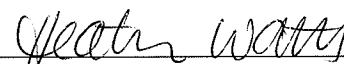
Mortgagor:

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

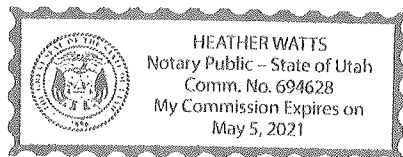
By: 
Name: Warren B. Bonham
Title: Vice President

STATE OF UTAH §
§
COUNTY OF SUMMIT §

This instrument was acknowledged before me on December 29th, 2017 by Warren B. Bonham, as Vice President of Superior Silica Sands LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public

SEAL:



MORTGAGEE:

HPS INVESTMENT PARTNERS, LLC,

By: 
Name: **MARCUS COLWELL**
Title: **MANAGING DIRECTOR**

STATE OF New York §
§
COUNTY OF New York §

This instrument was acknowledged before me on December 21, 2017 by
Marcus Colwell, as Managing Director of HPS INVESTMENT PARTNERS,
LLC


Notary Public

SEAL:

TIMOTHY DONNELLY
NOTARY PUBLIC, State of New York
No. 01DO6207223
Qualified in New York County
My Commission Expires June 08, 2017

2281

ANNEX I

1. Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases dated as of April 12, 2017 by Mortgagor in favor of Mortgagee, for its benefit and the benefit of the Issuers and the other holders of the Obligations as defined in the Second Lien Note Purchase Agreement, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Chippewa County	Document No. 866244	April 17, 2017

EXHIBIT A

**New Auburn Plant
Chippewa County Property**

Tract V:

That part of Lot 3, Assessor's Outlot Plat, Village of New Auburn, Chippewa County, Wisconsin, lying North of Pine Street in the NE ¼ of Section 2, Township 31 North, Range 10 West.

Parcel #161-0235 (23110-0211-6227OL03A)

Glaser Mineral Lease

Parcel A:

The SE ¼ of the SW ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0530 (23110-2834-00000000)

Property Address: 19980 COUNTY HIGHWAY DD, BLOOMER, WI 54724

Parcel B:

A strip of land 1 rod wide along the South line of the SW ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Part of Parcel #006-0534 (23110-2843-09500000)

Parcel C:

A strip of land 1 rod wide along the South line of the SE ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 9/16/1987 in Volume 618 of Records, Page 539 as Document #467720.

Part of Parcel #006-0534 (23110-2843-09500000)

Parcel D:

The NE ¼ of the NW ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0617 (23110-3321-00000000)

Parcel E:

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0614 (23110-3312-00000000)

Parcels A, B, C, D and E are also described as:

The South 1 rod of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33; All in Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ of Section 28; thence North $88^{\circ}56'10''$ West, assumed bearing along the South line of said SE $\frac{1}{4}$, a distance of 1313.52 feet to the Northeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33; thence South $00^{\circ}43'49''$ West, along the East line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 1325.54 feet to the Southeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North $89^{\circ}11'55''$ West, along the South line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 1314.82 feet to the Southeast corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence North $89^{\circ}50'27''$ West, along the South line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1313.57 feet to the Southwest corner of said NE $\frac{1}{4}$ of the

NW $\frac{1}{4}$; thence North $00^{\circ}50'48''$ East, along the West line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1322.85 feet to the Southwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28; thence North $02^{\circ}01'05''$ East, along the West line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 1415.24 feet to the Northwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South $88^{\circ}20'25''$ East, along the North line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 1339.54 feet to the Northeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South $03^{\circ}11'40''$ West, along the East line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 1356.11 feet to its intersection with the North line of said South 1 rod of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28; thence South $88^{\circ}56'10''$ East, along said North line, a distance of 2626.48 feet to the East line of said South $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence South $01^{\circ}15'02''$ West, along said East line 16.50 feet to the point of beginning.

Dobbs Mineral Lease

Parcel A:

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0618 (23110-3322-00210000)

Parcel B:

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0619 (23110-3323-00000000)

Parcel C:

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0620 (23110-3324-00000000)

Parcel D:

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that part described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North $00^{\circ}00'00''$ East along the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, also being along an existing fence line, 1042.00 feet to a bend point in the fence line; thence North $83^{\circ}26'51''$ East 183.05 feet to a bend in the fence line; thence North $05^{\circ}46'58''$ East 186.17 feet; thence North $87^{\circ}11'35''$ East 558 feet; thence Northeasterly to the Northeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South to the Southeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West to the point of beginning.

Parcel #006-0621.3000 (23110-3331-03750000)

Parcel E:

That part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the Northeast corner of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West 24 rods; thence Southeasterly to a point 25 rods South and 2 rods West of the Northeast corner; thence South on a line parallel with and 2 rods West of the East line to the public highway extending and running Easterly and Westerly through the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence East 2 rods; thence North on the East line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the point of beginning.

Parcel #006-0623 (23110-3332-01250000)

Property Address: 3272 195TH AVENUE, BLOOMER, WI 54724

Parcels C-1, C-2, C-3, C-4 & C-5 are also described as follows:

The East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; All in Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the West $\frac{1}{4}$ corner of said Section 33; thence South $89^{\circ}27'38''$ East, assumed bearing along the South line of the NW $\frac{1}{4}$ of said Section 33, a distance of 918.88 feet; thence South $40^{\circ}38'15''$ East a distance of 548.04 feet to a point 33.00 feet West of the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 33; thence South $00^{\circ}50'31''$ West, parallel with said East line, a distance of 433.19 feet to the centerline of 195th Avenue; thence South $89^{\circ}09'29''$ East a

distance of 33.00 feet to said East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North $00^{\circ}50'31''$ East along said East line, a distance of 573.12 feet; thence North $84^{\circ}17'22''$ East, a distance of 183.05 feet; thence North $06^{\circ}37'29''$ East a distance of 186.17 feet; thence North $88^{\circ}02'06''$ East a distance of 558.00 feet; thence North $86^{\circ}05'38''$ East a distance of 558.84 feet to the Southeast corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33; thence North $00^{\circ}47'14''$ East, along the East line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 1331.56 feet to the Northeast corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence North $89^{\circ}50'27''$ West, along the North line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1313.57 feet to the Southeast corner of said East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33; thence North $00^{\circ}50'48''$ East, along the East line of said East $\frac{1}{2}$, a distance of 1322.85 feet to the Northeast corner of said East $\frac{1}{2}$; thence South $89^{\circ}46'42''$ West, along the North line of said East $\frac{1}{2}$, a distance of 656.16 feet to the Northwest corner of said East $\frac{1}{2}$; thence South $00^{\circ}52'37''$ West, along the West line of said East $\frac{1}{2}$, a distance of 1318.50 feet to the Southwest corner of said East $\frac{1}{2}$; thence North $89^{\circ}50'27''$ West along the North line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 656.79 feet to the Northwest corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South $00^{\circ}54'26''$ West, along the West line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1314.15 feet to the point of beginning.

Hass Mineral Lease

Parcel A:

That part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North $00^{\circ}00'00''$ East along the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, also being along an existing fence line, 1042.00 feet to a bend point in the fence line; thence North $83^{\circ}26'51''$ East 183.05 feet to a bend in the fence line; thence North $05^{\circ}46'58''$ East 186.17 feet; thence North $87^{\circ}11'35''$ East 558 feet; thence Northeasterly to the Northeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South to the Southeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West to the point of beginning.

Parcel #006-0621 (23110-3331-00020000)

Parcel B:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0628 (23110-3343-00000000)

Parcel C:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that part described as follows:

Beginning at a point 28 rods West of the Southeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence West 25.5 rods; thence North 9 rods; thence East 2.5 rods; thence North 12 rods; thence East 8 rods; thence Southeasterly 25 rods, more or less, to the point of beginning.

ALSO EXCEPT lands conveyed for highway purposes in Warranty Deed dated 7/24/2014 and recorded 8/5/2014 as Document #835610.

Parcel #006-0629 (23110-3344-00020000)

Boese Mineral Lease

Parcel A:

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that part described as follows:

Beginning at the Northeast corner of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West 24 rods; thence Southeasterly to a point 25 rods South and 2 rods West of the Northeast corner; thence South on a line parallel with and 2 rods West of the East line to the public highway extending and running Easterly and Westerly through the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence East 2 rods; thence North on the East line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the point of beginning.

Parcel #006-0622 (23110-3332-00020000)

Property Address: 3143 195TH AVENUE, BLOOMER, WI 54724

Parcel B:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0627 (23110-3342-00000000)

Parcel C:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0626 (23110-3341-00000000)

Pietz Mineral and Surface Leases

Parcel A:

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 12/29/1987 in Volume 623 of Records, Page 375 as Document #469833.

Parcel #006-0527 (23110-2831-00020000)

Parcel B:

The NE ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 12/29/1987 in Volume 623 of Records, Page 375 as Document #469833.

Parcel #006-0531 (23110-2841-00020000)

Parcel C:

The NW ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 1/29/1987 in Volume 623 of Records, Page 375 as Document #469833.

Parcel #006-0532 (23110-2842-00020000)

Parcel D:

The SW ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** a strip of land 1 rod wide off the entire South side thereof.

ALSO EXCEPT that part of the S ½ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner thereof; thence East along the South line 1,000 feet to the point of beginning; thence continuing along the South line 400 feet; thence North at right angles 261.5 feet; thence West at right angles 400 feet; thence South 261.5 feet, more or less, to the point of beginning.

ALSO EXCEPT that certain parcel of land designated as the Slurry Pond Lease Area in the SW ¼ of the SE ¼ and the SE ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 28; thence North 88°56'10" West, along the South line of said SE ¼, a distance of 1627.04 feet; thence North 01°03'50" East a distance of 16.50 feet to the point of beginning; thence North 88°56'10" West a distance of 303.20 feet; thence North 39°46'58" West a distance of 41.84 feet; thence Northerly a distance of 125.87 feet along a tangential curve, concave to the East, having a radius of 158.03 feet, a central angle of 45°38'03" and a chord which bears North 16°57'56" West a distance of 122.57 feet; thence North 05°51'05" East, tangent to said curve, a distance of 282.29 feet; thence Northwesterly a distance of 238.07 feet along a tangential curve, concave to the Southwest, having a radius of 135.70 feet, a central angle of 100°31'14" and a chord which bears North 44°24'31" West a distance of 208.69 feet; thence South 85°19'52" West, tangent to said curve, a distance of 233.70 feet; thence Northwesterly a distance of 324.71 feet along a tangential curve, concave to the Northeast, having a radius of 231.42 feet, a central angle of 80°23'33" and a chord which bears North 54°28'22" West a distance of

298.72 feet to the West line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence North $03^{\circ}11'40''$ East, not tangent to said curve and along said West line, a distance of 634.07 feet to the Northwest corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence South $87^{\circ}45'26''$ East, along the North line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$, a distance of 1695.49 feet; thence South $02^{\circ}14'32''$ West a distance of 1075.51 feet; thence North $88^{\circ}56'10''$ West a distance of 724.05 feet; thence South $01^{\circ}03'50''$ West a distance of 245.00 feet to the point of beginning.

Parcel #006-0533 (23110-2843-00020000)

Parcel E:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** a strip of land 1 rod wide off the entire South side thereof.

ALSO EXCEPT that part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner thereof; thence East along the South line 1,000 feet to the point of beginning; thence continuing along the South line 400 feet; thence North at right angles 261.5 feet; thence West at right angles 400 feet; thence South 261.5 feet, more or less, to the point of beginning.

ALSO EXCEPT that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 28; thence East along the South line 2,000 feet to the point of beginning; thence West along the South line 500 feet; thence North at right angles 261.5 feet; thence East at right angles to a point on a line that runs through the point of beginning at right angles to the South line; thence South along that line to the point of beginning.

ALSO EXCEPT that certain parcel of land designated as the Slurry Pond Lease Area in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 28; thence North $88^{\circ}56'10''$ West, along the South line of said SE $\frac{1}{4}$, a distance of 1627.04 feet; thence North $01^{\circ}03'50''$ East a distance of 16.50 feet to the point of beginning; thence North $88^{\circ}56'10''$ West a distance of 303.20 feet; thence North $39^{\circ}46'58''$ West a distance of 41.84 feet; thence Northerly a distance of 125.87 feet along a tangential curve, concave to the East, having a radius of 158.03 feet, a central angle of $45^{\circ}38'03''$ and a chord which bears North $16^{\circ}57'56''$ West a distance of 122.57 feet; thence North $05^{\circ}51'05''$ East, tangent to said curve, a distance of 282.29 feet; thence Northwesterly a distance of 238.07 feet along a tangential curve, concave to the Southwest, having a radius of 135.70 feet, a central angle of $100^{\circ}31'14''$ and a chord which bears North $44^{\circ}24'31''$ West a distance of 208.69 feet; thence South $85^{\circ}19'52''$ West, tangent to said curve, a distance of 233.70 feet; thence Northwesterly a distance of 324.71

feet along a tangential curve, concave to the Northeast, having a radius of 231.42 feet, a central angle of 80°23'33" and a chord which bears North 54°28'22" West a distance of 298.72 feet to the West line of said S ½ of the SE ¼; thence North 03°11'40" East, not tangent to said curve and along said West line, a distance of 634.07 feet to the Northwest corner of said S ½ of the SE ¼; thence South 87°45'26" East, along the North line of said S ½ of the SE ¼, a distance of 1695.49 feet; thence South 02°14'32" West a distance of 1075.51 feet; thence North 88°56'10" West a distance of 724.05 feet; thence South 01°03'50" West a distance of 245.00 feet to the point of beginning.

ALSO EXCEPT lands conveyed for highway purposes in Warranty Deed recorded 12/29/1987 in Volume 623 of Records, Page 375 as Document #469833; AND in Warranty Deed recorded 1/25/1988 in Volume 624 of Records, Page 339 as Document #470284.

Parcel #006-0535 (23110-2844-00020000)

Property Address: 3991 STATE HIGHWAY 64, BLOOMER, WI 54724

Parcel F:

That certain parcel of land, lying and being in the S ½ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, being more particularly designated as the Slurry Pond Lease Area, described as follows:

Commencing at the Southeast corner of said Section 28; thence North 88°56'10" West, along the South line of said SE ¼, a distance of 1627.04 feet; thence North 01°03'50" East a distance of 16.50 feet to the point of beginning; thence North 88°56'10" West a distance of 303.20 feet; thence North 39°46'58" West a distance of 41.84 feet; thence Northerly a distance of 125.87 feet along a tangential curve, concave to the East, having a radius of 158.03 feet, a central angle of 45°38'03" and a chord which bears North 16°57'56" West a distance of 122.57 feet; thence North 05°51'05" East, tangent to said curve, a distance of 282.29 feet; thence Northwesterly a distance of 238.07 feet along a tangential curve, concave to the Southwest, having a radius of 135.70 feet, a central angle of 100°31'14" and a chord which bears North 44°24'31" West a distance of 208.69 feet; thence South 85°19'52" West, tangent to said curve, a distance of 233.70 feet; thence Northwesterly a distance of 324.71 feet along a tangential curve, concave to the Northeast, having a radius of 231.42 feet, a central angle of 80°23'33" and a chord which bears North 54°28'22" West a distance of 298.72 feet to the West line of said S ½ of the SE ¼; thence North 03°11'40" East, not tangent to said curve and along said West line, a distance of 634.07 feet to the Northwest corner of said S ½ of the SE ¼; thence South 87°45'26" East, along the North line of said S ½ of the SE ¼, a distance of 1695.49 feet; thence South 02°14'32" West a distance of 1075.51 feet; thence North 88°56'10" West a distance of 724.05 feet; thence South 01°03'50" West a distance of 245.00 feet to the point of beginning.

Part of Parcel #006-0533 (23110-2843-00020000) & Part of #006-0535 (23110-2844-00020000)

Culver Mineral and Surface Leases

Parcel A:

The NE ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that certain parcel of land designated as the Wet Plant Lease Area in the NE ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 33; thence South 00°40'21" West, along the East line of said NE ¼, a distance of 254.04 feet to the point of beginning; thence continue South 00°40'21" West, along said East line, a distance of 66.00 feet; thence North 89°19'39" West a distance of 162.24 feet; thence South 00°40'21" West a distance of 999.12 feet to the South line of said NE ¼ of the NE ¼; thence North 89°11'55" West, along said South line, a distance of 756.71 feet; thence North 10°12'01" West a distance of 258.45 feet; thence North 20°05'53" West a distance of 165.67 feet; thence North 30°15'27" West a distance of 112.11 feet; thence North 63°09'08" West a distance of 99.75 feet; thence North 00°37'58" East a distance of 187.43 feet; thence North 50°09'27" West a distance of 180.89 feet to the West line of said NE ¼ of the NE ¼; thence North 00°43'49" East, along said West line, a distance of 343.17 feet; thence South 88°56'10" East a distance of 767.64 feet; thence North 01°03'50" East a distance of 132.70 feet to the North line of said NE ¼ of the NE ¼; thence South 88°56'10" East, along said North line, a distance of 66.00 feet; thence South 01°03'50" West a distance of 132.70 feet; thence South 88°56'10" East a distance of 243.28 feet; thence Southeasterly a distance of 117.30 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet, a central angle of 89°36'31" and a chord which bears South 44°07'54" East a distance of 105.70 feet; thence South 00°40'21" West, tangent to said curve, a distance of 47.96 feet; thence South 89°19'39" East a distance of 162.24 feet to the point of beginning.

Part of Parcel #006-0613 (23110-3311-00020000)

Parcel B:

The SW ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0615 (23110-3313-00000000)

Parcel C:

The SE ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0616 (23110-3314-00000000)

Parcels A, B and C are also described as:

The NE ¼ of the NE ¼, the SW ¼ of the NE ¼ and the SE ¼ of the NE ¼; All in Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County,

Wisconsin, described as follows:

Beginning at the Northeast corner of said Section 33; thence South 00°40'21" West, assumed bearing along the East line of said NE ¼, a distance of 2639.05 feet to the East ¼ corner of said Section 33; thence North 89°27'38" West, along the South line of said NE ¼, a distance of 2632.31 feet to the center of said Section 33; thence North 00°47'14" East, along the West line of said NE ¼, a distance of 1331.56 feet to the Northwest corner of said SW ¼ of the NE ¼; thence South 89°11'55" East, along the North line of said SW ¼ of the NE ¼, a distance of 1314.82 feet to the Northeast corner of said SW ¼ of the NE ¼; thence North 00°43'49" East, along the West line of said NE ¼ of the NE ¼, a distance of 1325.54 feet to the Northwest corner of said NE ¼ of the NE ¼; thence South 88°56'10" East, along the North line of said NE ¼, a distance of 1313.52 feet to the point of beginning;

EXCEPT a parcel of land located in the NE ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 33; thence South 00°40'21" West, along the East line of said NE ¼, a distance of 254.04 feet to the point of beginning; thence continue South 00°40'21" West, along said East line, a distance of 66.00 feet; thence North 89°19'39" West a distance of 162.24 feet; thence South 00°40'21" West a distance of 999.12 feet to the South line of said NE ¼ of the NE ¼; thence North 89°11'55" West, along said South line, a distance of 756.71 feet; thence North 10°12'01" West a distance of 258.45 feet; thence North 20°05'53" West a distance of 165.67 feet; thence North 30°15'27" West a distance of 112.11 feet; thence North 63°09'08" West a distance of 99.75 feet; thence North 00°37'58" East a distance of 187.43 feet; thence North 50°09'27" West a distance of 180.89 feet to the West line of said NE ¼ of the NE ¼; thence North 00°43'49" East, along said West line, a distance of 343.17 feet; thence South 88°56'10" East a distance of 767.64 feet; thence North 01°03'50" East a distance of 132.70 feet to the North line of said NE ¼ of the NE ¼; thence South 88°56'10" East, along said North line, a distance of 66.00 feet; thence South 01°03'50" West a distance of 132.70 feet; thence South 88°56'10" East a distance of 243.28 feet; thence Southeasterly a distance of 117.30 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet, a central angle of 89°36'31" and a chord which bears South 44°07'54" East a distance of 105.70 feet; thence South 00°40'21" West, tangent to said curve, a distance of 47.96 feet; thence South 89°19'39" East a distance of 162.24 feet to the point of beginning.

Parcel D:

That certain parcel of land located in the NE ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, designated as the Wet Plant Lease Area, described as follows:

Commencing at the Northeast corner of said Section 33; thence South 00°40'21" West, along the East line of said NE ¼, a distance of 254.04 feet to the point of beginning; thence continue South 00°40'21" West, along said East line, a distance of 66.00 feet; thence North

89°19'39" West a distance of 162.24 feet; thence South 00°40'21" West a distance of 999.12 feet to the South line of said NE ¼ of the NE ¼; thence North 89°11'55" West, along said South line, a distance of 756.71 feet; thence North 10°12'01" West a distance of 258.45 feet; thence North 20°05'53" West a distance of 165.67 feet; thence North 30°15'27" West a distance of 112.11 feet; thence North 63°09'08" West a distance of 99.75 feet; thence North 00°37'58" East a distance of 187.43 feet; thence North 50°09'27" West a distance of 180.89 feet to the West line of said NE ¼ of the NE ¼; thence North 00°43'49" East, along said West line, a distance of 343.17 feet; thence South 88°56'10" East a distance of 767.64 feet; thence North 01°03'50" East a distance of 132.70 feet to the North line of said NE ¼ of the NE ¼; thence South 88°56'10" East, along said North line, a distance of 66.00 feet; thence South 01°03'50" West a distance of 132.70 feet; thence South 88°56'10" East a distance of 243.28 feet; thence Southeasterly a distance of 117.30 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet, a central angle of 89°36'31" and a chord which bears South 44°07'54" East a distance of 105.70 feet; thence South 00°40'21" West, tangent to said curve, a distance of 47.96 feet; thence South 89°19'39" East a distance of 162.24 feet to the point of beginning.

Part of Parcel #006-0613 (23110-3311-00020000)

Document Name

FIRST AMENDMENT TO SECOND
LIEN MORTGAGE, SECURITY
AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING
AND ASSIGNMENT OF RENTS
AND LEASES

Document Number

Document Number: 389474
Volume: 637 Page: 310
Shari Marg
Register of Deeds
Jackson County, WI
Recorded: 01/05/2018
at: 03:00 PM
Transfer Tax Paid: \$0.00
Transfer Tax Exempt #
Recording Fee Paid: \$30.00
Number of Pages: 14

Recording Area

This Document Prepared by and
When Recorded Return To:
Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

006-0578.0005; 006-0614.0000; 006-0615.0010; 006-0617.0000; 006-0785.0020; 006-0622.0005; 006-0586.0000; 006-0589.0000; 006-0600.0015; 006-0600.0010; 006-0610.0000; 006-0552.0000; 006-0553.0000; 006-0529.0000; 006-0530.0000; 006-0534.0000; 006-0539.0000; 006-0540.0000; 006-0541.0000; 006-0542.0000; 006-0534.0015; 006-0535.0005; 006-0891.0000; 006-0892.0005; 006-0893.0000; 006-0894.0000; 006-0898.0000; 006-0899.0000; 006-0900.0010; 006-0900.0005; 006-0900.0000; 006-0904.0000; 006-0905.0000; 006-0901.0000; 024-0373.0000; 024-0372.0000; 006-0906.0005; 006-0903.0000; 002-0507.0000; 002-0507.0005; 002-0510.0000; and 002-0509.0000

Parcel Identification Number (PIN)

Jackson County, Wisconsin

WHEN RECORDED RETURN TO:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

**FIRST AMENDMENT TO
SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT,
FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES**

This FIRST AMENDMENT TO SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is entered into as of January 5, 2018 (the "Effective Date") by SUPERIOR SILICA SANDS LLC, a Texas limited liability company ("Mortgagor"), in favor of HPS INVESTMENT PARTNERS, LLC (in such capacity, the "Mortgagee"), for its benefit and the benefit of the Secured Parties.

R E C I T A L S:

A. Emerge Energy Services LP ("Parent Guarantor"), a Delaware limited partnership, Emerge Energy Services Operating LLC ("Emerge"), a Delaware limited liability company, the Mortgagor, U.S. Bank National Association ("Original Mortgagee"), as disbursing agent and collateral agent and the lenders party thereto, entered into that certain Second Lien Credit and Security Agreement, dated as of April 12, 2017 (the "Credit Agreement") providing for a \$40,000,000 term loan facility to, among others, the Mortgagor.

B. In order to secure the payment and performance of the obligations under the Credit Agreement, Mortgagor executed and delivered that certain Second Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases (the "Original Mortgage" and as amended by this Amendment and as may be further amended and restated, supplemented or otherwise modified from time to time, the "Mortgage"), recorded April 17, 2017, as Instrument Number 386396 in the office of the Register of Deeds of Jackson County, Wisconsin, pertaining to the property set forth on Exhibit A hereto (the "Mortgaged Property").

C. Pursuant to that certain Second Lien Note Purchase Agreement (the "Second Lien Note Purchase Agreement") dated as of January 5, 2018, by and among Parent Guarantor, Emerge, Mortgagor, the Noteholders which are now or which hereafter become a party thereto, and Mortgagee, as notes agent and collateral agent, the Credit Agreement is being amended and restated in its entirety. By the terms of the Second Lien Note Purchase Agreement, the Noteholders will purchase the Notes in the aggregate principal amount of \$215,000,000 subject to the satisfaction of certain conditions precedent set forth in Article VIII of that certain Second Lien Note Purchase Agreement.

D. Prior to giving effect hereto, and pursuant to that certain Assignment of Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of

Rents And Leases dated as of the date hereof, recorded January 5, 2018, as Instrument Number 389468 in the office of the Register of Deeds of Jackson County, Wisconsin, Original Mortgagee assigned its rights under the Original Mortgage to Mortgagee.

E. Mortgagor and Mortgagee desire to execute and deliver this Amendment in order to secure the payment and performance of the Obligations under the Second Lien Note Purchase Agreement.

F. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagors and Mortgagee hereby agree as follows:

Section 1.01 Defined Terms.

(a) Each capitalized term used and not defined herein has the meaning assigned such term in the Original Mortgage.

(b) All references in the Original Mortgage to “this Mortgage” shall mean the Mortgage.

(c) All uncapitalized terms which are defined in the UCC are used herein as so defined.

(d) “Issuers” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(e) “Noteholders” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(f) “Notes” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(g) “Obligations” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

(h) “Secured Parties” shall have the meaning set forth in the Second Lien Note Purchase Agreement.

Section 1.02 Incorporation of Recitals. The Recitals hereto are hereby incorporated by reference into the Original Mortgage in their entirety.

Section 1.03 Confirmation. Mortgagor hereby confirms that it has heretofore given, granted, bargained, sold, conveyed, mortgaged, warranted, pledged and confirmed all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the Secured Parties to secure the payment and performance of the Obligations, in the Collateral, and Mortgagor further gives, grants, bargains, sells, conveys, mortgages, warrants, pledges and confirms all of its right, title and interest in, to and relating to the Collateral, subject to Permitted Encumbrances, for the benefit of the Mortgagee and the

Secured Parties, to secure the payment and performance of the Obligations, as amended hereby, all of the foregoing in accordance with and upon the terms and provisions of the Original Mortgage. The grants made in this paragraph are in addition and supplementary to and not in lieu, derogation or replacement of the grants made in the Original Mortgage.

Section 1.04 No Novation. Nothing herein or any other documents executed in connection herewith shall constitute a novation. It is Mortgagor's and Mortgagee's express intention that the liens, encumbrances and interests conveyed by the Mortgage shall continue without interruption as security for the Obligations.

Section 1.05 Miscellaneous; Representations and Warranties. This Amendment is effective as an assignment, chattel mortgage, contract, deed of trust, financing statement, real estate mortgage, and security agreement, described in the Original Mortgage. Mortgagor hereby acknowledges and agrees that except as specifically amended, supplemented, changed or modified hereby, the Mortgage shall remain in full force and effect in accordance with its terms. None of the rights, titles and interests existing and to exist under the Mortgage are hereby released, diminished or impaired, and Mortgagor hereby reaffirms all covenants, representations and warranties made in the Mortgage.

Section 1.06 Binding Upon Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns subject to the terms and conditions of the Second Lien Note Purchase Agreement.

Section 1.07 Headings. The headings of the articles, sections and subsections of this Agreement are for convenience and reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof

Section 1.08 Governing Law. Insofar as permitted by otherwise applicable law, this Amendment shall be construed under and governed by the laws of the State of Wisconsin (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the Mortgaged Property located outside of the State of Wisconsin, the laws of the place in which such Property is located in, or offshore adjacent to (and State law made applicable as a matter of Federal law), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of Liens and enforcement of rights and remedies against the Mortgaged Property.

Section 1.09 Counterparts. This Amendment is being executed in several counterparts, all of which are identical. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

EXECUTED this 29th day of December, 2017, to be effective as of the Effective Date.

Mortgagor:

SUPERIOR SILICA SANDS LLC,
a Texas limited liability company

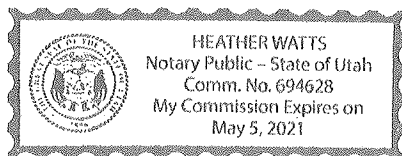
By: Warren B. Bonham
Name: Warren B. Bonham
Title: Vice President

STATE OF UTAH §
§
COUNTY OF SUMMIT §

This instrument was acknowledged before me on December 29th, 2017 by Warren B. Bonham, as Vice President of Superior Silica Sands LLC, a Texas limited liability company, on behalf of said limited liability company.


Heather Watts
Notary Public

SEAL:



MORTGAGEE:

HPS INVESTMENT PARTNERS, LLC,

By: 
Name: **MARCUS COLWELL**
Title: **MANAGING DIRECTOR**

STATE OF New York §
COUNTY OF New York §

This instrument was acknowledged before me on December 21, 2017 by
Marcus Colwell, as Managing Director of HPS INVESTMENT PARTNERS,
LLC


Notary Public

SEAL:

TIMOTHY DONNELLY
NOTARY PUBLIC, State of New York
No. 01DO6207223
Qualified in New York County
My Commission Expires June 08, 2017

2021

ANNEX I

1. Second Lien Mortgage, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Rents And Leases dated as of April 12, 2017 by Mortgagor in favor of Mortgagee, for its benefit and the benefit of the Issuers and the other holders of the Obligations as defined in the Second Lien Note Purchase Agreement, filed as follows:

JURISDICTION	FILING INFORMATION	FILE DATE
Jackson County	Document No. 386396 Volume 627, Page 222	April 17, 2017

EXHIBIT A

FEE SIMPLE TRACTS (Tracts 1–5)

Tract 1 (formerly Martin)

Lot 3 of Certified Survey Map #3678 as recorded in Volume 15 of Certified Survey Maps on Page 334 as Document #366958; being a part of Lot 1 of Certified Survey Map #1619 as recorded in Volume 7 of Certified Survey Maps on Page 190 as Document #283175; located in the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 of Section 35, Township 23 North, Range 4 West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel No.: 006-0578.0005

Tract 2 (formerly Matalas)

That part of the Northeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0614.0000

That part of the Northwest Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0615.0010

That part of Southeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0617.0000

Tract 3 (formerly Larsen)

That part of the West Half of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad.

AND that part of the Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad and North of the Centerline of Garage Road as presently located and travelled.

EXCEPT the following described parcels:

- 1) The Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West.
- 2) Commencing on the South line of said Section One, Township Twenty-two North, Range Four West at a point 168 feet West of the South Quarter corner of said Section One and the point of beginning of this EXCEPTION; thence North $00^{\circ}23'00''$ West 2062.8 feet to a fence line; thence North $86^{\circ}33'15''$ West, along said fence line, 726.4 feet thence North $19^{\circ}12'00''$ West, along said fence line, 257.00 feet; thence North $34^{\circ}33'00''$ West 292.00 feet; thence South $79^{\circ}10'00''$ West 414.7 feet, more or less, to the East right-of-way of the Union Pacific Railroad; thence Southeasterly 3173 feet, more or less, to the centerline of Garage Road as presently located and travelled; thence Easterly, along said centerline, to a point 188 feet West of the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West as measured perpendicular to said East line; thence North $00^{\circ}00'00''$ East 506.13 feet to the South line of said Section One, Township Twenty-two North, Range Four West; thence Easterly, along said South line, 20 feet to the point of beginning of this EXCEPTION. Bearings are referenced to the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve which is assumed to bear North $00^{\circ}00'00''$ East.

Tax Parcel No.: 006-0785.0020

Tract 4 (formerly Olson)

A Parcel of land being located in the Northeast Quarter of the Northeast Quarter of Section Two, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin described as follows: Beginning at the Northeast corner of said Section Two; thence South $00^{\circ}54'58''$ West, 179.07 feet to the Easterly Railroad right of way; thence North $19^{\circ}39'34''$ West along said right of way, 190.00 feet to the North line of said Section Two; thence North $89^{\circ}53'46''$ East along said North line, 66.78 feet to the point of beginning.

Tax Parcel No.: 006-0622.0005

Tract 5 (formerly Schneider)

PARCEL A: Part of the East One-half of the Southeast Quarter of Section Thirty-five and part of the Southwest Quarter of the Southwest Quarter of Section Thirty-six, Township Twenty-Three North, Range Four West, Town of Alma, Jackson County, Wisconsin, described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Southeast Quarter of Section Thirty-five and the point of beginning of this description; thence South $89^{\circ}53'46''$ West 66.78 feet to the Easterly right-of-way of the Union Pacific Railroad; thence North

19°39'34" West, along said right-of-way, 2801.67 feet to the North line of the Northeast Quarter of said Southeast Quarter of Section Thirty-five; thence North 89°28'31" East, along said North line, 837.74 feet; thence South 00°28'59" East 1473.27 feet; thence South 89°50'33" East 149.43 feet; thence South 19°39'34" East 1245.32 feet to the South line of said Southwest Quarter of the Southwest Quarter of Section 36; thence North 89°56'17" West, along said South line, 409.17 feet to the point of beginning.

Tax Parcel Nos.: 006-0586.0000; 006-0589.0000; 006-0600.0015; and 006-0600.0010

PARCEL B: The Fractional Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel: 006-0610.0000

AVON MINE TRACTS (Tracts 6 – 9)

Tract 6 (Massman Lease - Avon)

The following property located in Jackson County, Wisconsin:

The South 1/2 of the Southwest 1/4 of Section 33, Township 23 North, Range 4 West less and except Lots 1 and 2 Jackson County Certified Survey Map No. 869 as recorded in Volume 4 of Surveys, Page 143, Document No. 248354.

Tax Parcel Nos. 006-0552.0000 and 006-0553.0000

Tract 7 (South Alma Sand Lease - Avon)

A parcel of land located in Section 32, T23N-R4W, Town of Alma, Jackson County, Wisconsin, described as follows:

- 1) The N 1/2 of the SE 1/4 - NW 1/4 except the following described lands:
Lot 1 of CSM No. 1692 as recorded in Volume 7 of Surveys, Page 301, Document No. 285980.
- 2) The SW 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.
- 3) The SE 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.

Tax Parcel Nos.: 006-0529.0000; 006-0530.0000 and 006-0534.0000

Tract 8 (Lingo Lease - Avon)

The following property located in Jackson County, Wisconsin:

The Southeast 1/4 less and except Lot 1 and outlot 1 of Jackson County Certified Survey Map No. 1414 as recorded in Volume 6 of Surveys, page 150, Document No. 274115, being part of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 23 North, Range 4 West.

Tax Parcel Nos: 006-0539.0000; 006-0540.0000; 006-0541.0000; and 006-0542.0000

Tract 9 (Mahtowa Lease - Avon)

Parcel 1

Lot Three of Jackson County Certified Survey Map No. 3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897, being part of the Southeast Quarter of the Northwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Parcel 2

The Northeast Quarter of the Southwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT Lot One of Jackson County Survey Map #3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897.

Tax Parcel Nos.: 006-0534.0015 and 006-0535.0005

MEEK MINE TRACTS (Tracts 10 - 15)

Tract 10 (South Alma Sand Lease - Meek)

A parcel of land located in Section Nineteen, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, Described as follows:

1) The Northeast Quarter EXCEPT the following described lands: Beginning at the North quarter corner of said Section Nineteen; thence North 89°20'10" East, along the North line of the Northeast Quarter, 50.71 feet to point on Wisconsin Department of Transportation right-of-way project No. 7366-05-00; thence South 03°08'13" East, along said right of way project, 30.01 feet; thence South 85°43'11" East, along said right of way project, 148.42 feet; thence South 89°41'33" East, along said right of way project, 349.79 feet; thence South 86°14'09" East, along said right of way project, 250.95 feet; thence North 86°39'43" East, along said right of way project, 226.71 feet; thence South 16°32'49" West, 1,021.71 feet; thence South 87°06'48" West,

729.24 feet to the N-S quarter line of said Section Nineteen; thence North 00°25'00" West, along the N-S quarter line, 1,064.75 feet to the point of beginning.

ALSO EXCEPTING those lands conveyed for highway purposes as set forth in Volume 404 of Records, page 968, Document No. 307476.

ALSO EXCEPTING those lands as described in Volume 279 of Records, page 528, Document No. 241013.

ALSO EXCEPTING Lot One of Jackson County Certified Survey Map No. 1141, Document No. 261867.

- 2) The Southeast Quarter of the Northwest Quarter.
- 3) The Northeast Quarter of the Southwest Quarter.
- 4) The Northwest Quarter of the Southwest Quarter.
- 5) The Northwest Quarter of the Southeast Quarter.
- 6) The North ½ of the Southwest Quarter of the Southeast Quarter.
- 7) The North 201.3 feet of the Southwest Quarter of the Southwest Quarter.

Tax Parcel Nos. 006-0891.0000; 006-0892.0005; 006-0893.0000; 006-0894.0000; 006-0898.0000; 006-0899.0000; 006-0900.0010; 006-0900.0005; 006-0900.0000; 006-0904.0000; 006-0905.0000; and 006-0901.0000

Tract 11 (Walasek Lease - Meek)

The Northwest Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Also, a perpetual easement across the West two rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Also, the easement rights set forth in the easement executed by Robert F. and Jeannine Capaul, No. 213921 in the Office of the Register of Deeds for Jackson County, Wisconsin.

Also, a perpetual easement for access purposes over the North two rods of the Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Tax Parcel: 024-0373.0000

Tract 12 (Ace/Elsner Lease - Meek)

Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West, Jackson County, Wisconsin, subject to a perpetual easement across the North 2 rods of the Northeast Quarter of the Southeast Quarter.

Also, a 2 rod easement along or near the North line of the land and premises located in a part of the Northwest Quarter of the Southwest Quarter, Section Nineteen, Township Twenty-two North, Range Four West described as follows:

Commencing at a point 2 rods East of the Southeast corner of the properties owned by Ronald Bandell; thence South 2 rods; thence West to the West line of said forty; thence North to the Northwest corner of said forty; thence East along the North line of said forty to the point of beginning.

Also, a perpetual easement across the lands and premises located in the West 2 rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Tax Parcel: 024-0372.0000

Tract 13 (Laufenberg Lease - Meek)

The East One-half of the Southeast Quarter, Section Nineteen, Township Twenty-Two North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT:

1. Those lands located southeast of Blencoe Road.
2. Lot 1 of Volume 13 S CSM Pg. 399 as Doc. No. 347402 Map No. 3309.

Tax Parcel Nos: 006-0906.0005 and 006-0903.0000

Tract 14 (Dirk/Knoll Lease - Meek)

PARCEL A: Lot three of Jackson County Certified Survey Map No. 2987 as recorded in Volume Twelve of Surveys, Page 284, Document No. 333964; being a part of the Northeast Quarter of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West.

Tax Parcel No.: 002-0507.0000

PARCEL B: A part of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, described as follows: Beginning at a point on the North line of said Northeast Quarter which lies North 89°13'35" East, 952.63 feet from the Northwest corner thereof; thence North 89°13'35" East, 1682.06 feet to the Northeast corner thereof; thence South 01°45'22" East on the East line thereof, 1340.54 feet; thence South 89°13'35" West, 1682.06 feet; thence North 01°45'22" West, 1340.54 feet to the point of beginning, EXCEPT Lot Three of Jackson County Certified Survey Map No. 2987.

Tax Parcel No.: 002-0507.0005

PARCEL C: A part of the South One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, as described as follows:

Beginning at a point on the East line of said Northeast Quarter which lies South 01°45'22" East, 1340.54 feet from the Northeast corner thereof; thence South 01°45'22" East, 1287.41 feet to the Southeast corner thereof; thence South 88°42'55" West, 1316.39 feet, to the Southwest corner of the Southeast Quarter of the Northeast Quarter; thence South 88°39'43" West, 365.48 feet; thence North 01°45'22" West, 1302.76 feet; thence North 89°13'35" East 1682.06 feet to the point of beginning.

Tax Parcel No.: 002-0510.0000

Tract 15 (Dirk Lease - Meek)

A part of the West One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including part of Lots One and Two of Jackson County Certified Survey Map No. 635 and described as follows:

Beginning at a point on the North line of said Northwest Quarter which lies North 89 degrees 13'35" East, 436.00 feet from the Northeast corner thereof; thence North 89 degrees 13'35" East, 516.63 feet; thence South 01 degrees 45'22" East, 2643.30 feet, to the South line of the Southwest Quarter of the Northwest Quarter; thence South 88 degrees 39'43" West, 953.65 feet, to the Southwest corner thereof; thence North 01 degrees 43'54" West, 1816.71 feet, to a point which lies South 01 degrees 43'54" East 835.96 feet from the aforesaid Northwest corner; thence North 67 degrees 30'00" East, 361.76 feet; thence North 54 degrees 20'00" East, 195.00 feet; thence North 07 degrees 55'00" West, 595.00 feet to the point of beginning.

Tax Parcel No.: 002-0509.0000

PREPARED BY:

Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF

SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, U.S. BANK NATIONAL ASSOCIATION, a national banking association, with a mailing address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, in its capacity as disbursing agent and collateral agent, as Mortgagee, together with its respective successors and assigns ("**Assignor**"), for valuable consideration, hereby grants, assigns, transfers and delivers, without recourse, representation and warranty of any kind (express or implied), to HPS Investment Partners, LLC, with a mailing address at 40 West 57th Street, 33rd Floor, New York, New York 10019, together with its successors, participants and assigns ("**Assignee**"), all right, title and interest of Assignor in and to that certain SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (the "**Deed of Trust**"), executed by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, as mortgagor, dated as of June 30, 2017, to Diana Lansing, as trustee for the benefit of Assignor, as mortgagee, and recorded on June 30, 2017, as Document No. 20170127515 in the Official Public Records of the County Clerk of Bexar County, Texas, in Book 18602, Page 768.

Together with all right, title and interest of Assignor in and to any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands and documents as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of amounts secured by the Deed of Trust.

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

This Assignment is dated as of January 5, 2018.


[SIGNATURE ON PAGE FOLLOWING]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer.

ASSIGNOR:

**U.S. Bank National Association, in its capacity as
disbursing agent and collateral agent, as
Mortgagee**

By:

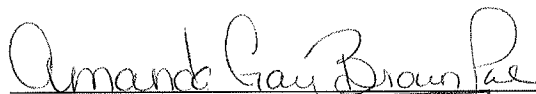

Name: James A. Hanley
Title: Vice President

STATE OF Delaware)

COUNTY OF New Castle)

ss.

The foregoing instrument was acknowledged before me this 27th day of December, 2017, by James A. Hanley, as Vice President of U.S. Bank, a National Association. He/She is personally known to me or has produced a driver license as identification.



Notary Public

AMANDA GAY BROWN POE
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES MAY 4, 2019

My commission expires:

May 4, 2019

Doc# 20180003244
Pages 4
01/05/2018 1:58PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$34.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
01/05/2018 1:58PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff

Robertson County

Stephanie M. Sanders
Robertson County Clerk
Franklin, Texas

Document Number: 2018-20180046
Recorded As : EREC-RECORDINGS

Recorded On: January 08, 2018
Recorded At: 09:18:18 am
Number of Pages: 4
Book-VI/Pg: Bk-OR VI-1334 Pg-572
Recording Fee: \$34.00

Parties:

Direct-
Indirect-

Receipt Number: 115040
Processed By: Carol Bancroft

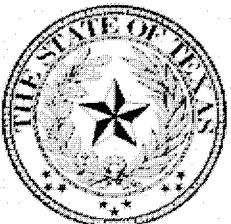
THIS PAGE IS PART OF THE INSTRUMENT

STATE OF TEXAS

COUNTY OF ROBERTSON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of Robertson County, Texas

Honorable Stephanie M. Sanders, County Clerk, Robertson County



PREPARED BY:

Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF
SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, U.S. BANK NATIONAL ASSOCIATION, a national banking association, with a mailing address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, in its capacity as disbursing agent and collateral agent, as Mortgagee, together with its respective successors and assigns ("**Assignor**"), for valuable consideration, hereby grants, assigns, transfers and delivers, without recourse, representation and warranty of any kind (express or implied), to HPS Investment Partners, LLC, with a mailing address at 40 West 57th Street, 33rd Floor, New York, New York 10019, together with its successors, participants and assigns ("**Assignee**"), all right, title and interest of Assignor in and to that certain SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (the "**Deed of Trust**"), executed by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, as mortgagor, dated as of April 12, 2017, to Diana Lansing, as trustee for the benefit of Assignor, as mortgagee, and recorded on April 21, 2017, as Document No. 20171194 in the Official Records of the County Clerk of Robertson County, Texas, in Bk-OR VI-1318, Page 260.

Together with all right, title and interest of Assignor in and to any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands and

documents as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of amounts secured by the Deed of Trust.

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

This Assignment is dated as of January 5, 2018.

[SIGNATURE ON PAGE FOLLOWING]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer.

ASSIGNOR:

**U.S. Bank National Association, in its capacity as
disbursing agent and collateral agent, as
Mortgagee**

By: 

Name: James A. Hanley
Title: Vice President

STATE OF Delaware)
COUNTY OF New Castle)

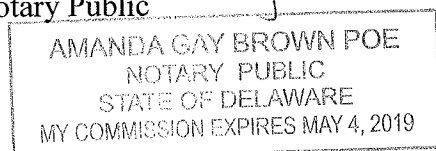
ss.

The foregoing instrument was acknowledged before me this 27th day of December, 2017, by James A. Hanley, as Vice President of U.S. Bank, a National Association. He/She is personally known to me or has produced a drivers license as identification.


Notary Public

My commission expires:

May 4, 2019



20180069

PREPARED BY:

Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF

SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING
STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, U.S. BANK NATIONAL ASSOCIATION, a national banking association, with a mailing address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202, in its capacity as disbursing agent and collateral agent, as Mortgagee, together with its respective successors and assigns ("Assignor"), for valuable consideration, hereby grants, assigns, transfers and delivers, without recourse, representation and warranty of any kind (express or implied), to HPS Investment Partners, LLC, with a mailing address at 40 West 57th Street, 33rd Floor, New York, New York 10019, together with its successors, participants and assigns ("Assignee"), all right, title and interest of Assignor in and to that certain SECOND LIEN DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS AND LEASES (the "Deed of Trust"), executed by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, as mortgagor, dated as of April 12, 2017, to Diana Lansing, as trustee for the benefit of Assignor, as mortgagee, and recorded on April 17, 2017, as Document No. 20171454 in the Real Property Records of the County Clerk of Limestone County, Texas.

20180069

Together with all right, title and interest of Assignor in and to any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands and documents as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of amounts secured by the Deed of Trust.

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

This Assignment is dated as of January 5, 2018.

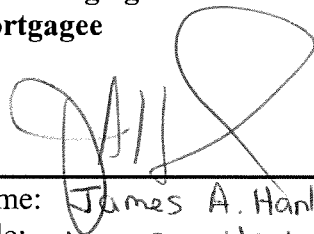
[SIGNATURE ON PAGE FOLLOWING]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer.

ASSIGNOR:

**U.S. Bank National Association, in its capacity as
disbursing agent and collateral agent, as
Mortgagee**

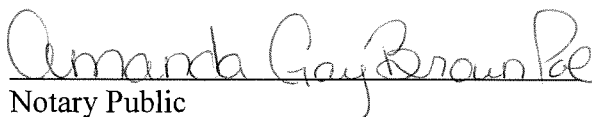
By:


Name: James A. Hanley
Title: Vice President

STATE OF Delaware)
COUNTY OF New Castle)

ss.

The foregoing instrument was acknowledged before me this 27th day of December, 2017, by James A. Hanley, as Vice President of U.S. Bank, a National Association. He/She is personally known to me or has produced a drivers license as identification.


Notary Public

My commission expires:

May 4, 2019

AMANDA GAY BROWN POE
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES MAY 4, 2019



**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

842529

01/05/2018 12:48:25 PM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 12

SUBMITTER: SIMPLIFILE

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Name

ASSIGNMENT OF SECOND
LIEN MORTGAGE,
SECURITY AGREEMENT,
FINANCING STATEMENT,
FIXTURE FILINGS AND
ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and When
Recorded Return To:

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

040-2700-12-000, 040-2800-10-000, 040-2800-13-000,
040-2800-16-000, 040-3300-08-000, 040-3300-04-000,
040-3300-03-000, 040-3300-09-000, 040-2800-15-000,
040-2800-17-000, 040-2800-03-000, 040-2800-03-010,
040-2800-06-000, 040-2800-09-000, 040-2700-07-000,
040-2800-02-000, 040-2800-04-000, 040-2800-14-000

Parcel Identification Number (PIN)

Barron County, Wisconsin

Document Name

ASSIGNMENT OF SECOND
LIEN MORTGAGE,
SECURITY AGREEMENT,
FINANCING STATEMENT,
FIXTURE FILINGS AND
ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and When
Recorded Return To:

Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

040-2700-12-000, 040-2800-10-000, 040-2800-13-000,
040-2800-16-000, 040-3300-08-000, 040-3300-04-000,
040-3300-03-000, 040-3300-09-000, 040-2800-15-000,
040-2800-17-000, 040-2800-03-000, 040-2800-03-010,
040-2800-06-000, 040-2800-09-000, 040-2700-07-000,
040-2800-02-000, 040-2800-04-000, 040-2800-14-000

Parcel Identification Number (PIN)

Barron County, Wisconsin

KNOW THAT

U.S. Bank National Association, in its capacity as Disbursing Agent and Collateral Agent, as Mortgagee, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202 (“Assignor”),

For valuable consideration given by:

HPS Investment Partners, LLC, as successor Mortgagee, having an address at 40 West 57th Street, 33rd Floor, New York, New York 10019 (“Assignee”),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, and set over, without recourse, representation and warranty of any kind (express or implied), all of Assignor’s right, title and interest, of any kind whatsoever, in and to the subject note(s) and loan documents, and including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may have been amended) by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, as mortgagor, to Assignor, as mortgagee, and recorded April 17, 2017 as Instrument Number 835721 in the Register of Deeds pertaining to the land situated in the State of Wisconsin, County of Barron, as more particularly described on Exhibit A attached hereto;

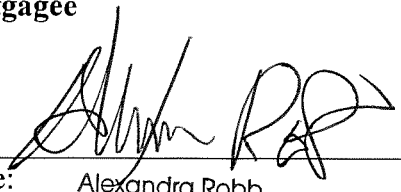
TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be effective as of January 5, 2018.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

**U.S. Bank National Association, in its capacity as
Disbursing Agent, Collateral Agent and
Mortgagee**

By: 
Name: Alexandra Robb
Title: Trust Officer

State of North Carolina

County of Mecklenburg

On the 22 day of December, 2017, before me, Alexandra Robb
(insert name and title of the officer), personally appeared
Trust Officer, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
NC that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rita M. Cerna (Seal)



EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

EXHIBIT A

Thompson Mineral Lease

Tax Parcel #'s: 040-2700-12-000

The NW¼ of the SW¼ of Section 27, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the W¼ corner of Section 27, which is the Point of Beginning; thence S 89°33'03" E along the North line of the NW¼ of the SW¼, 1,329.12 feet to the NE corner of said NW¼ of the SW¼; thence S 0°07'21" E along the East line of said NW¼ of the SW¼, 1,316.45 feet to the Southeast corner of said NW ¼ of the SW¼; thence N 89°18'36" W along the South line of said NW ¼ of the SW¼, 1,336.03 feet to the Southwest corner of said NW ¼ of the SW¼; thence N 0°10'34" E along the West line of said NW ¼ of the SW¼, 1,310.68 feet to the Point of Beginning.

Royalty Agreement

Wax Worms, Inc.

Tax Parcel #'s: 040-2800-10-000; 040-2800-13-000; 040-2800-16-000; 040-3300-08-000; 040-3300-04-000

The East ½ of the SW¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

The SW¼ of the SE ¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

The NE¼ of the NW¼ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin **EXCEPT** the following described parcel: Commencing at a point 8 rods West of the Southeast corner; thence in a Northwesterly direction 30 rods; thence East 12 rods to the East line of said NE¼ of the NW¼; thence South to the Southeast corner; thence West to the point of beginning;

AND

That part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin, described as follows: Commencing 3 rods East of the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence Southeast 50 rods; thence West 18 rods to the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West; thence North to the Northwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence East to the point of beginning;

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the West quarter corner of Section 28; thence N 89°45'27" E, 1,294.55 feet to the Northwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 28, and the Point of Beginning (P.O. B.); thence N 89°45'27" E along the North line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,294.55 feet to the Northeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 1°03'26" W along the East line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,337.78 feet to the Southeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 89°10'42" E along the North line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 28, 1,325.48 feet to the Northeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S 0°37'16" W along the East line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,324.19 feet to the Southeast corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence S 88°36'30" W along the South line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,286.56 feet; thence S 17°09'09" E, 825.00 of the feet; thence S 88°36'30" W, 297.00 feet to the West line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 33; thence S 0°17'50" W along said West line, 21.26 feet; thence S 89°58'19" W, 198.00 feet; thence S 7°21'55" E, 495.00 feet to the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 33; thence S 89°58'19" W along said South line, 1,203.84 feet to the Southwest corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 0°00'01" W along the West line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 1,310.50 feet to the Northwest corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 2°05'35" E along the West line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 28, 2,668.09 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Robert J. Schaaf

Tax Parcel #'s: 040-3300-03-000; 040-3300-09-000

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin **EXCEPT** that part described as follows: Beginning at a point 3 rods East of the Northwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ thence Southeasterly 50 rods;

thence West 18 rods to the West line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North to the Northwest corner; thence East 3 rods to the point of beginning;

AND

That part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin described as follows: Beginning at a point 8 rods West of the Southeast corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence Northwesterly 30 rods; thence East 12 rods to the East line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South to the Southeast corner; thence West to the point of beginning.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 33; thence N 88°36'30" E along the North line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 49.50 feet to the Point of Beginning (P.O.B.); thence continuing N 88°36'30" E along said North line, 1,286.56 feet to the Northeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 0°22'59" W along the East line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,320.46 feet to the Southeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°12'12" W along the South line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,333.75 feet to the Southwest corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°58'19" W along the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, 132.00 feet; thence N 7°21'55" W, 495.00 feet; thence N 89°58'19" E, 198.00 feet to the East line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence N 0°17'50" E along said East line, 21.26 feet; thence N 88°36'30" E, 297.00 feet; thence N 17°09'09" W, 825.00 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Monte E. Thompson and Rhonda M. Thompson

Tax Parcel #'s: 040-2800-15-000; 040-2800-17-000

The S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County Wisconsin.

AND

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the Southeast corner of Section 28, which is the Point of Beginning (P.O.B.); thence S 88°36'30" W along the South line of the SE¼ of the SE¼, 1,336.06 feet to the Southwest corner of said SE¼ of the SE¼; thence N 0°37'16" E along the West line of said SE¼ of the SE¼, 1,324.19 feet to the Northwest corner of said SE¼ of the SE¼; thence S 89°10'42" W along the South line of the S½ of the NW¼ of the SE¼, 1,325.48 feet to the Southwest corner of said S½ of the NW¼ of the SE¼; thence N 1°03'26" E along the West line of said S½ of the NW¼ of the SE¼, 668.89 feet to the Northwest corner of said S½ of the NW¼ of the SE¼; thence N 89°28'00" E along the North line of said S ½ of the NW¼ of the SE¼ and the S½ of the NE¼ of the SE¼, 2,640.48 feet to the Northeast corner of said S½ of the NE¼ of the SE¼; thence S 0°10'34" W along the East line of said S½ of the NE¼ of the SE¼ and SE¼ of the SE¼, 1,966.02 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

John W. VanBeek and Mary J. VanBeek

Tax Parcel #: 040-2800-03-000

The East½ of the NW¼ of the NE¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

A non-exclusive perpetual easement for ingress and egress over the South 30 feet of the NE¼ of the NE¼ of Section 28, Township 32 North, Range 11 West and over the South 30 feet of the NW¼ of the NW¼ of Section 27, Township 32 North, Range 11 West.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S- 1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 28; thence N 89°54'19" E, 647.21 feet to the Northwest corner of the E½ of the NW ¼ of the NE¼, and the Point of Beginning (P.O.B.); thence N 89°53'53" E along the North line of said E½ of the NW¼ of the NE¼, 647.60 feet to the Northeast corner of said E½ of the NW ¼ of the NE¼; thence S 0°36'46" W along the East

line of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,312.74 feet to the Southeast corner of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°50'16" W along the South line of said E $\frac{1}{2}$ -NW-NE, 652.20 feet to the Southwest corner of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N 0°48'47" E along the West line of said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,313.49 feet to the P.O.B.

Together with a non-exclusive perpetual easement for ingress and egress over the South 30 feet of the Northeast Quarter of the Northeast Quarter of Section 28, Township 32 North, Range 11 West and over the South 30 feet of the Northwest Quarter of the Northwest Quarter of Section 27, Township 32 North, Range 11 West.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Bryan D. Yenter, Sara J. Yenter and Kevin Yenter

Tax Parcel #: 040-2800-03-010

The W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

AND

A non-exclusive easement for ingress and egress over the South 30 feet of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S- 1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 28, and the Point of Beginning (P.O.B.); thence N 89°54'19" E along the North line of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 647.21 feet to the Northeast corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 0°48'47" W along the East line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,313.49 feet to the Southeast corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S 89°47'11" W along the South line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 652.83 feet to the Southwest corner of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N 1°03'26" E along the West line of said W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1,314.94 feet to the P.O.B.

Together with a non-exclusive easement for ingress and egress over the South 30 feet of the East½ of the NW¼ of the NE¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NE¼ of the NE¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin; AND over the South 30 feet of the NW¼ of the NW¼ of Section 27; Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Joseph M. Diedrich and Sonja J. Diedrich

Tax Parcel #'s: 040-2800-06-000; 040-2800-09-000

The NE ¼ of the NW ¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin;

AND

The SE ¼ of the NW ¼ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 7/16/2013, LAST REVISED 8/21/2013, PROJECT NO. 13373028, AS FOLLOWS:

Commencing at the North quarter corner of Section 28, which is the Point of Beginning; thence S 1°03'26" W along the East line of the NE ¼ of the NW ¼ and SE ¼ of the NW¼ , 2,629.88 feet to the Southeast corner of said SE ¼ of the NW¼; thence S 89°45'27" W along the South line of said SE¼ of the NW¼, 1,294.55 feet to the Southwest corner of said SE ¼ of the NW¼ ; thence N 1°03'01" E along the West line of said SE ¼ of the NW¼ and NE ¼ of the NW ¼ , 2,640.20 feet to the Northwest corner of said NE ¼ of the NW ¼; thence S 89°47'10" E along the North line of said NE ¼ of the NW¼, 1,294.68 feet to the Point of Beginning.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, dated May 9, 2013, between Terry L. Thompson (landlord) and Superior Silica Sands LLC (tenant), as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement

recorded 9/11/2013 in the Office of the Register of Deeds of Barron County, Wisconsin as Document #803327.

Terry L. Thompson (Royalty Agreement)

Tax Parcel #'s: 040-2700-07-000; 040-2800-02-000; 040-2800-04-000; 040-2800-14-000

Parcel 1:

Lot 1 of Certified Survey Map #5322 recorded in Volume 36 of Certified Survey Maps, Page 145 as Document #724004, Town of Sioux Creek, Barron County, Wisconsin.

Parcel 2:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

Parcel 3:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Parcel 1:

Lot 1 of Certified Survey Map #5322 recorded in Volume 36 of Certified Survey Maps, Page 145 as Document #724004, being part of the NW $\frac{1}{4}$ -NW $\frac{1}{4}$ of Section 27, Township 32 North, Range 11 West, Town of Sioux Creek, Barron County, Wisconsin.

Parcel 2:

Commencing at the Northeast corner of Section 28, which is the Point of Beginning (P.O.B.);

thence S 0°11'41" W along the East line of the NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1311.72 feet to the Southeast corner of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$;

thence S 89°53'15" W along the South line of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1304.04 feet to the Southwest corner of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$;

thence N 0°36'46" E along the West line of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1312.74 feet to the Northwest corner of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$;

thence N 89°55'43" E along the North line of said NE $\frac{1}{4}$ -NE $\frac{1}{4}$, 1294.46 feet to the P.O.B.

Parcel 3:

Commencing at the North quarter corner of Section 28;

thence S 1°03'26" W along the N-S quarter section line, 1314.94 feet to the Northwest corner of the SW1/4-NE1/4, and the Point of Beginning (P.O.B.);

thence N 89°47'11" E along the North line of said SW1/4-NE1/4, 652.83 feet;

thence N 89°50'16" E along said North line, 652.20 feet to the Northeast corner of said SW1/4-NE1/4;

thence S 0°37'20" W along the East line of said SW1/4-NE1/4, 1313.51 feet to the Southeast corner of said SW1/4-NE1/4;

thence N 89°45'27" E along the North line of the NE1/4-SE1/4, 1315.03 feet to the Northeast corner of said NE1/4-SE1/4;

thence S 0°10'34" W along the East line of said NE1/4-SE1/4, 655.34 feet to the Southeast corner of the N1/2-NE1/4-SE1/4;

thence S 89°28'00" W along the South line of the N1/2-NE1/4-SE1/4 and the N1/2-NW1/4-SE1/4, 2640.48 feet to the Southwest corner of said N1/2-NW1/4-SE1/4;

thence N 1°03'26" E along said N-S quarter section line, 1983.83 feet to the P.O.B.

Together with those certain appurtenant easements for (i) access, ingress and egress and (ii) utilities for the benefit of the insured land as more particularly described in that certain Mining Related Operations, Access Road and Utility Lease Agreement, executed on May 9, 2013, between Terry L. Thompson and Superior Silica Sands LLC, as evidenced by that certain Memorandum of Mining Related Operations, Access Road and Utility Lease Agreement to be recorded in the Office of the Register of Deeds of Barron County, Wisconsin.

MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS

842526

01/05/2018 12:45:03 PM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 5

SUBMITTER: SIMPLIFILE

**The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.**

Document Name

ASSIGNMENT OF SECOND
LIEN MORTGAGE,
SECURITY AGREEMENT,
FINANCING STATEMENT,
FIXTURE FILINGS AND
ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and When
Recorded Return To:
Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

004-3000-08-010

Parcel Identification Number (PIN)

Barron County, Wisconsin

Document Name

ASSIGNMENT OF SECOND
LIEN MORTGAGE,
SECURITY AGREEMENT,
FINANCING STATEMENT,
FIXTURE FILINGS AND
ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and When
Recorded Return To:
Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

004-3000-08-010

Parcel Identification Number (PIN)

Barron County, Wisconsin

KNOW THAT

U.S. Bank National Association, in its capacity as Disbursing Agent and Collateral Agent, as Mortgagee, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202 (“Assignor”),

For valuable consideration given by:

HPS Investment Partners, LLC, as successor Mortgagee, having an address at 40 West 57th Street, 33rd Floor, New York, New York 10019 (“Assignee”),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, and set over, without recourse, representation and warranty of any kind (express or implied), all of Assignor’s right, title and interest, of any kind whatsoever, in and to the subject note(s) and loan documents, and including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may have been amended) by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, as mortgagor, to Assignor, as mortgagee, and recorded April 17, 2017 as Instrument Number 835718 in the Register of Deeds pertaining to the land situated in the State of Wisconsin, County of Barron, as more particularly described on Exhibit A attached hereto;


TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be effective as of January 5, 2018.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

**U.S. Bank National Association, in its capacity as
Disbursing Agent, Collateral Agent and
Mortgagee**

By: 
Name: Alexandra Robb
Title: Trust Officer

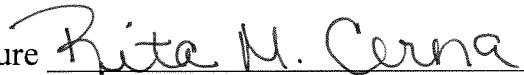
State of North Carolina

County of Mecklenburg

On the 22 day of December, 2017, before me, Alexandra Robb
(insert name and title of the officer), personally appeared
Trust Officer, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
NC that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

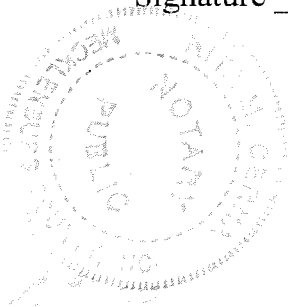


EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

EXHIBIT A

Tax Parcel #: 004-3000-08-010

Lot 1 of Certified Survey Map #6054 recorded in Volume 40 of Certified Survey Maps, Page 134 as Document # 808118, Town of Arland, Barron County, Wisconsin, being more particularly described on said survey as follows:

Beginning at the Northwest corner of said Section 30; thence N 89°36'49"E, along the North line of said NW ¼ of the NW ¼, 1,272.96 feet to the Northeast corner of said NW ¼ of the NW ¼; thence S 00°00'18" W, along the East line of said NW ¼ of the NW ¼, 880.02 feet; thence S 89°36'49" W, 616.65 feet; thence N 00°14'52" E, 260.02 feet; thence S 89°36'49" W, 660.04 feet to the West line of said NW ¼ of the NW ¼; thence N 00°14'52" E, along the West line of said NW ¼ of the NW ¼, 620.04 to the Point of Beginning; EXCEPT lands conveyed to Barron County for right-of-way purposes recorded 12/18/2015 as Document # 823752.

-A-1-

(Superior Silica Sands LLC – Barron County, WI - Arland Dry Plant)

MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS

Document Name

ASSIGNMENT OF SECOND
LIEN MORTGAGE,
SECURITY AGREEMENT,
FINANCING STATEMENT,
FIXTURE FILINGS AND
ASSIGNMENT OF RENTS
AND LEASES

Document Number

842527

01/05/2018 12:46:35 PM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 10

SUBMITTER: SIMPLIFILE

**The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.**

Recording Area

This Document Prepared by and When
Recorded Return To:

Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

004-3000-17-000, 004-3000-18-000, 004-3000-19-000,
004-3000-15-000, 004-3000-13-000, 004-3000-11-000,
004-3100-07-000, 004-3100-08-000, 004-3100-04-010,
004-3100-05-000, 151-8000-04-000, 151-8000-05-000,
151-8000-06-000, 014-2600-03-000, 004-3200-07-
000, 004-3200-08-00, 004-3200-09-000, 004-3200-05-000,
004-3200-10-000

Parcel Identification Number (PIN)

Barron County, Wisconsin

Document Name

ASSIGNMENT OF SECOND
LIEN MORTGAGE,
SECURITY AGREEMENT,
FINANCING STATEMENT,
FIXTURE FILINGS AND
ASSIGNMENT OF RENTS
AND LEASES

Document Number

Recording Area

This Document Prepared by and When
Recorded Return To:

Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

004-3000-17-000, 004-3000-18-000, 004-3000-19-000,
004-3000-15-000, 004-3000-13-000, 004-3000-11-000,
004-3100-07-000, 004-3100-08-000, 004-3100-04-010,
004-3100-05-000, 151-8000-04-000, 151-8000-05-000,
151-8000-06-000, 014-2600-03-000, 004-3200-07-
000, 004-3200-08-000, 004-3200-09-000, 004-3200-05-000,
004-3200-10-000

Parcel Identification Number (PIN)

Barron County, Wisconsin

KNOW THAT

U.S. Bank National Association, in its capacity as Disbursing Agent and Collateral Agent, as Mortgagee, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202 (“Assignor”),

For valuable consideration given by:

HPS Investment Partners, LLC, as successor Mortgagee, having an address at 40 West 57th Street, 33rd Floor, New York, New York 10019 (“Assignee”),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, and set over, without recourse, representation and warranty of any kind (express or implied), all of Assignor’s right, title and interest, of any kind whatsoever, in and to the subject note(s) and loan documents, and including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may have been amended) by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, as mortgagor, to Assignor, as mortgagee, and recorded April 17, 2017 as Instrument Number 835719 in the Register of Deeds pertaining to the land situated in the State of Wisconsin, County of Barron, as more particularly described on Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be effective as of January 5, 2018.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

**U.S. Bank National Association, in its capacity as
Disbursing Agent, Collateral Agent and
Mortgagee**

By: 
Name: Alexandra Robb
Title: Trust Officer

State of North Carolina

County of Mecklenburg

On the 22 day of December, 2017, before me, Alexandra Robb
(insert name and title of the officer), personally appeared
Trust Officer, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
NC that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rita M. Cerna (Seal)

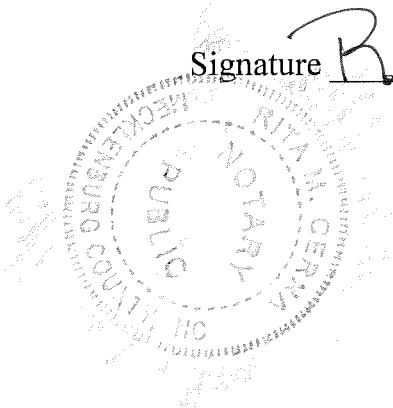


EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

EXHIBIT A

Phillip Larson Mineral Lease

Tax Parcel #: 004-3000-17-000 & 004-3000-18-000

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

AND

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin EXCEPT lands conveyed for highway purposes in Volume 132 of Records, Page 266 as Document #319461 AND in Document 811463.

David Fall Mineral Lease

Tax Parcel #: 004-3000-19-000

All that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin lying West of the centerline of the town road running in a Northerly and Southerly direction through said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, EXCEPT lands conveyed for highway purposes in Volume 132 of Records, Page 266 as Document #319461 AND in Document # 811864.

Kenneth Larson Surface Lease

Tax Parcel #: 004-3000-15-000

The SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin EXCEPT lands conveyed for highway purposes in Volume 132 of Deeds, Page 267, as Document #319462.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the South $\frac{1}{4}$ corner of said Section 30; thence N 00° 12' 43" W along the East line of said SW $\frac{1}{4}$, 50.00 feet to the North right-of-way of C.T.H. P and the point of beginning; thence N 89° 25' 26" W along said North right-of-way, 135.01 feet; thence S 00° 12' 43" E along said North right-of-way, 10.00 feet; thence N 89° 25' 26" W along said North right-of-way, 1,182.21 feet to the West line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 00° 05' 24" W along said West

line, 1,270.55 feet to the Northwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 89° 36' 43" E along the North line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,314.47 feet to the Northeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 00° 12' 43" E along the East line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1264.91 feet to the point of beginning.

Kenneth Larson Mineral Lease

Tax Parcel #: 004-3000-13-000

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin EXCEPT the North 1 rod thereof.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the West $\frac{1}{4}$ corner of said Section 30; thence S 00° 03' 32" W along the West line of the fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ 16.50 feet to the South line of the North 1 rod of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the point of beginning; thence S 89° 48' 04" E along said South line, 1,284.14 feet to the East line of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 00° 05' 24" E along said East line, 1,294.05 feet to the Southeast corner of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 89° 36' 43" W along the South line of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,287.52 feet to the Southwest corner of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 00° 03' 32" E along the West line of said fractional NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,289.79 feet to the point of beginning.

Eric Larson Mineral Lease

Tax Parcel #: 004-3000-11-000

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 30, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M. RADO, S-1900, OF COOPER ENGINEERING, DATED 8/9/2012, LAST REVISED 1/16/2013 AND EXECUTED BY SURVEYOR ON 1/30/2013, PROJECT NO. 12373011, AS FOLLOWS:

Commencing at the South $\frac{1}{4}$ corner of said Section 30; thence N 00° 12' 43" W along the East line of said

SW $\frac{1}{4}$, 1,314.91 feet to the Southeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, and the point of beginning;
thence N 89° 36' 43" W along the South line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,314.47 feet to the Southwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 00° 05' 24" W along the West line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,310.55 feet to the Northwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 89° 48' 04" E along the North line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,311.64 feet to the Northeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S 00° 12' 43" E along the East line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,314.91 feet to the point of beginning.

Dale Scribner Mineral Lease

Tax Parcel #004-3100-07-000; 004-3100-08-000; 004-3100-04-010; 004-3100-05-000

The North one-half of the NW $\frac{1}{4}$ of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin, EXCEPT the North 40 feet thereof AND EXCEPT lands conveyed for highway purposes in Volume 132 of Deeds, Page 268 as Document #319463; AND in Document #811462; AND in Correction Instrument as Document #817726.

AND

The West one-half of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin; EXCEPT lands conveyed for highway purposes in Volume 132 of Deeds, Page 265 as Document #319460; AND in Document #811462; AND in Correction Instrument as Document #817726.

AND

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

**New Auburn Plant
Barron County Property**

Tax Parcel # 151-8000-04-000

Outlot 2 of Certified Survey Map #5821 recorded in Volume 39 of Certified Survey Maps, Page 81, as Document # 777263, Town of Dovre, Barron County, Wisconsin.

AND

Lot 1 of Certified Survey Map #5612 recorded in Volume 38 of Certified Survey Maps, Page 60, as Document # 750480, Town of Dovre, Barron County, Wisconsin.

AND

Outlot 1 of Certified Survey Map #5612 recorded in Volume 38 of Certified Survey Maps, Page 60, as Document #750480, Town of Dovre, Barron County, Wisconsin.

AND

Outlot 4 of Certified Survey Map #5880 recorded in Volume 39 of Certified Survey Maps, Page 140, as Document # 785496, Town of Dovre, Barron County, Wisconsin.

Tax Parcel # 151-8000-05-000

The Westerly 50 feet of the 250 wide railroad right of way, located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin.

Tax Parcel # 151-8000-06-000

That part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 32 North, Range 10 West, Town of Dovre, Barron County, Wisconsin; lying West of the railroad right-of-way and described as follows: Commencing at the intersection of the South forty line and the West line of the railroad right-of-way; thence West along the South forty line 259 feet; thence North 469 feet; thence East 127 feet to the railroad right-of-way; thence Southerly along said railroad right-of way to the point of beginning.

**Clinton Plant
Barron County, WI**

Tax Parcel#: 014-2600-03-000

That part of the SE $\frac{1}{4}$ of Section 23, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin, lying South of Vermillion River.

AND

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin.

AND

That part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ lying North of the North right-of-way line the of Soo Line Railroad; Section 26, Township 34 North, Range 13 West, Town of Clinton, Barron County, Wisconsin.

ALSO BEING THE SAME PROPERTY SURVEYED AND DESCRIBED BY METES AND BOUNDS ON THAT CERTAIN ALTA/ACSM SURVEY PREPARED BY WAYNE M.

RADO, S-1900, OF COOPER ENGINEERING, DATED JUNE 19, 2012, PROJECT NO. 12373011, AS FOLLOWS:

Beginning at the South $\frac{1}{4}$ Corner of said Section 23; thence North 00° 48' 44" East, along the West line of the SE $\frac{1}{4}$ of said Section 23, 300.00 feet to a meander corner located South 00° 48' 44" West, 138 feet more or less from the thread of the Vermillion River; thence North 53° 58' 02" East along a meander line, 551.26 feet; thence North 31° 12' 47" East, along said meander line, 600.76 feet; thence North 61° 04' 47" East, along said meander line, 229.63 feet; thence South 09° 38' 04" East, along said meander line, 1,293.22 feet to the South line of the SE $\frac{1}{4}$ of said Section 23 and a meander corner located North 88° 44' 30" West, 440 feet more or less from the thread of the Vermillion River; thence South 88° 44' 30" East, along the South line of the SE $\frac{1}{4}$ of said Section 23, 136.00 feet to the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence South 00° 18' 02" East, along the East line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, 1,821.74 feet to the North right-of-way of the former Soo Line Railroad (now Canadian National Railway); thence North 79° 13' 31" West, along said right-of-way, 356.57 feet to the start of a curve concave to the North, having a radius of 2,817.43 feet, a central angle of 09° 54' 47", a long chord bearing of North 74° 16' 07" West, and a long chord length of 486.86 feet; thence Westerly along said curve and said right-of-way, an arc distance of 487.46 feet; thence North 69° 18' 44" West, along said right-of-way, 539.70 feet to the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26; thence North 00° 01' 13" West along the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, 1,461.27 feet to the point of beginning, Town of Clinton, Barron County, Wisconsin.

Including all that land lying between the West line of the SE $\frac{1}{4}$ of said Section 23, the South line of the SE $\frac{1}{4}$ of said Section 23, the meander line, and the thread of the Vermillion River.

**Ludequam Lease and Royalty Agreement &
Ludequam Mineral and Surface Lease**

Tax Parcel #004-3200-07-000,004-3200-08-00,004-3200-09-000

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; Section 32, Township 33 North, Range 13 West, in the Town of Arland, Barron County, Wisconsin.

AND

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Section 32, Township 33 North, Range 13 West, in the Town of Arland, Barron County, Wisconsin; EXCEPT lands for highway right-of-way in Volume 132 of Deeds, Page 245 as Document #319137; AND EXCEPT lands for right-of-way in Document #811461; AND EXCEPT Lot 1 of Certified Survey Map #4547 in Volume 31 of Certified Survey Maps, Page 151 as Document # 651728.

AND

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Section 32, Township 33 North, Range 13 West, in the Town of Arland, Barron County, Wisconsin; EXCEPT lands for highway right-of-way in Volume 132 of Deeds, Page 245 as Document #319137; AND EXCEPT lands for right-of-way in Document #811461; AND EXCEPT Lot 1 of Certified Survey Map #4547 in Volume 31 of Certified Survey Maps, Page 151 as Document # 651728.

Picknell Mineral Lease

Tax Parcel # 004-3200-05-000 & 004-3200-10-000

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

AND

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

**MARGO KATTERHAGEN
BARRON COUNTY, WI
REGISTER OF DEEDS**

Document Name

**ASSIGNMENT OF SECOND
LIEN MORTGAGE,
SECURITY AGREEMENT,
FINANCING STATEMENT,
FIXTURE FILINGS AND
ASSIGNMENT OF RENTS
AND LEASES**

Document Number

842528

01/05/2018 12:47:20 PM

RECORDING FEE: 30.00

FEE EXEMPT #:

PAGES: 6

SUBMITTER: SIMPLIFILE

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Recording Area

**This Document Prepared by and When
Recorded Return To:
Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153**

004-2000-16-000, 004-2000-17-000, 004-1900-20-000
Parcel Identification Number (PIN)

Barron County, Wisconsin

KNOW THAT

U.S. Bank National Association, in its capacity as Disbursing Agent and Collateral Agent, as Mortgagee, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202 (“Assignor”),

For valuable consideration given by:

HPS Investment Partners, LLC, as successor Mortgagee, having an address at 40 West 57th Street, 33rd Floor, New York, New York 10019 (“Assignee”),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, and set over, without recourse, representation and warranty of any kind (express or implied), all of Assignor’s right, title and interest, of any kind whatsoever, in and to the subject note(s) and loan documents, and including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may have been amended) by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, as mortgagor, to Assignor, as mortgagee, and recorded April 17, 2017 as Instrument Number 835720 in the Register of Deeds pertaining to the land situated in the State of Wisconsin, County of Barron, as more particularly described on Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be effective as of January 5, 2018.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

**U.S. Bank National Association, in its capacity as
Disbursing Agent, Collateral Agent and
Mortgagee**

By: 
Name: Alexandra Robb
Title: Trust Officer

State of North Carolina

County of Mecklenburg

On the 22 day of December, 2017, before me, Alexandra Robb
(insert name and title of the officer), personally appeared
Trust Officer, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
nc that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rita M. Cerna (Seal)

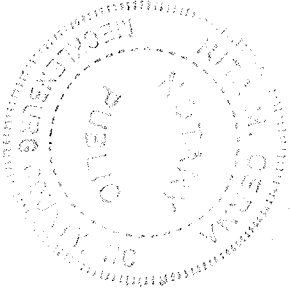


EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

EXHIBIT A

PARCEL A:

Tax Parcel #: 004-2000-16-000

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 33, Range 13 West, Town of Arland, Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Being at the W $\frac{1}{4}$ corner of Section 20; thence S $89^{\circ} 26' 09''$ E, along the North line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,330.76 feet to the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S $00^{\circ} 16' 54''$ W, along the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,321.37 feet to the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N $89^{\circ} 32' 55''$ W, along the South line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,326.05 feet to the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N $00^{\circ} 04' 41''$ E, along the West line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,324.01 feet to the Point of Beginning.

PARCEL B:

Tax Parcel #: 004-2000-17-000

Property Address: 819 & 821 7th Street, Clayton, Wisconsin 54004

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 33 North, Range 13 West, Town of Arland, Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Beginning at the SW corner of Section 20; thence $00^{\circ} 04' 41''$ E, along the West line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,324.00 feet to the NW corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S $89^{\circ} 32' 55''$ E, along the North line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,326.05 feet to the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence S $00^{\circ} 16' 54''$ W, along the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,321.36 feet to the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N $89^{\circ} 39' 44''$ W, along the South line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, 1,321.34 feet to the Point of Beginning.

PARCEL C:

Tax Parcel #: 004-1900-20-000

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin; EXCEPT the South 250 feet of the North 654 feet of the East 350 feet thereof.

AND

The East 198 feet of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin.

AND

The East 198 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 19, Township 33 North, Range 13 West (in the Town of Arland), Barron County, Wisconsin.

Also being the same property surveyed and described by metes and bounds on that certain ALTA/ACSM Survey prepared by Jon M. Nelson, S-1969, of Cooper Engineering, dated July 10, 2014, executed by the surveyor on July 17, 2014, identified as Project No. 14365072, as follows:

Beginning at the E $\frac{1}{4}$ corner of Section 19; thence South $00^{\circ}04'41''$ West, along the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 404.01 feet to the NE corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $89^{\circ}43'32''$ West, 350.01 feet to the NW corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $00^{\circ}04'41''$ West, 250.00 feet to the SW corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North $89^{\circ}43'32''$ East, 350.01 feet to the SE corner of the South 250 feet of the North 654 feet of the East 350 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $00^{\circ}04'41''$ West, along the East line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 670.00 feet to the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $89^{\circ}59'45''$ West, along the South line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1312.11 feet to the SW corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South $00^{\circ}07'00''$ West, along the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1317.82 feet to the SE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North $89^{\circ}44'03''$ West, along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 198.00 feet; thence North $00^{\circ}07'00''$ East, along a line located 198 feet West of (measured at right angles to) the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 2633.77 feet to the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North $89^{\circ}43'32''$ East, along the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the North line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1509.26 feet to the point of beginning.

874771

RECORDED ON

01/05/2018

2:30 PM

MARGE L. GEISSLER

REGISTER OF DEEDS

REC FEE: 30.00

FEE EXEMPT:

CHIPPEWA COUNTY, WI

PAGES: 15

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.****

Document Name

**ASSIGNMENT OF SECOND
LIEN MORTGAGE, SECURITY
AGREEMENT, FINANCING
STATEMENT, FIXTURE
FILINGS AND ASSIGNMENT
OF RENTS AND LEASES**

Document Number

Recording Area

**This Document Prepared by and When
Recorded Return To:**

Weil, Gotshal & Manges LLP

Attn: Joshua N. Rudin Esq.

767 Fifth Avenue

New York, New York 10153

23110-0211-62270L03A, 23110-2834-00000000, a part
of 23110-2843-09500000, a part of 23110-2843-
09500000, 23110-3321-00000000, 23110-3312-
00000000, 23110-3322-00210000, 23110-3323-
00000000, 23110-3324-00000000, 23110-3331-
03750000, 23110-3332-01250000, 23110-3331-
00020000, 23110-3343-00000000, 23110-3344-
00020000, 23110-3332-00020000, 23110-3342-
00000000, 23110-3341-00000000, 23110-2831-00020000,
23110-2841-00020000, 23110-2842-00020000, 23110-
2843-00020000, 23110-2844-00020000, part of (23110-
2843-00020000, part of 23110-2844-00020000, part of
23110-3311-00020000, 23110-3313-00000000, 23110-
3314-00000000, part of 23110-3311-00020000

Parcel Identification Number (PIN)

Chippewa County, Wisconsin

KNOW THAT

U.S. Bank National Association, in its capacity as Disbursing Agent and Collateral Agent, as Mortgagee, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202 (“Assignor”),

For valuable consideration given by:

HPS Investment Partners, LLC, as successor Mortgagee, having an address at 40 West 57th Street, 33rd Floor, New York, New York 10019 (“Assignee”),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, and set over, without recourse, representation and warranty of any kind (express or implied), all of Assignor’s right, title and interest, of any kind whatsoever, in and to the subject note(s) and loan documents, and including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may have been amended) by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, as mortgagor, to Assignor, as mortgagee, and recorded April 17, 2017 as Instrument Number 866244 in the Register of Deeds pertaining to the land situated in the State of Wisconsin, County of Chippewa, as more particularly described on Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be effective as of January 5, 2018.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

**U.S. Bank National Association, in its capacity as
Disbursing Agent, Collateral Agent and
Mortgagee**

By: 
Name: Alexandra Robb
Title: Trust Officer

State of North Carolina

County of Mecklenburg

On the 22 day of December, 2017, before me, Alexandra Robb
(insert name and title of the officer), personally appeared
Trust Officer, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
nc that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rita M. Cerna (Seal)

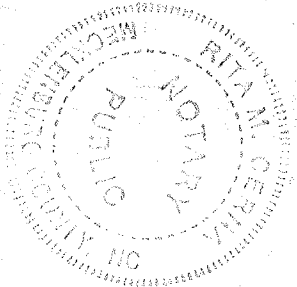


EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

EXHIBIT A

**New Auburn Plant
Chippewa County Property**

Tract V:

That part of Lot 3, Assessor's Outlot Plat, Village of New Auburn, Chippewa County, Wisconsin, lying North of Pine Street in the NE ¼ of Section 2, Township 31 North, Range 10 West.

Parcel #161-0235 (23110-0211-6227OL03A)

Glaser Mineral Lease

Parcel A:

The SE ¼ of the SW ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0530 (23110-2834-00000000)

Property Address: 19980 COUNTY HIGHWAY DD, BLOOMER, WI 54724

Parcel B:

A strip of land 1 rod wide along the South line of the SW ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Part of Parcel #006-0534 (23110-2843-09500000)

Parcel C:

A strip of land 1 rod wide along the South line of the SE ¼ of the SE ¼ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 9/16/1987 in Volume 618 of Records, Page 539 as Document #467720.

Part of Parcel #006-0534 (23110-2843-09500000)

Parcel D:

The NE ¼ of the NW ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0617 (23110-3321-00000000)

Parcel E:

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0614 (23110-3312-00000000)

Parcels A, B, C, D and E are also described as:

The South 1 rod of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33; All in Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the Southeast corner of said SE $\frac{1}{4}$ of Section 28; thence North $88^{\circ}56'10''$ West, assumed bearing along the South line of said SE $\frac{1}{4}$, a distance of 1313.52 feet to the Northeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33; thence South $00^{\circ}43'49''$ West, along the East line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 1325.54 feet to the Southeast corner of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North $89^{\circ}11'55''$ West, along the South line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 1314.82 feet to the Southeast corner of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence North $89^{\circ}50'27''$ West, along the South line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1313.57 feet to the Southwest corner of said NE $\frac{1}{4}$ of the

NW $\frac{1}{4}$; thence North $00^{\circ}50'48''$ East, along the West line of said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1322.85 feet to the Southwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28; thence North $02^{\circ}01'05''$ East, along the West line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 1415.24 feet to the Northwest corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South $88^{\circ}20'25''$ East, along the North line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 1339.54 feet to the Northeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South $03^{\circ}11'40''$ West, along the East line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, a distance of 1356.11 feet to its intersection with the North line of said South 1 rod of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28; thence South $88^{\circ}56'10''$ East, along said North line, a distance of 2626.48 feet to the East line of said South $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence South $01^{\circ}15'02''$ West, along said East line 16.50 feet to the point of beginning.

Dobbs Mineral Lease

Parcel A:

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0618 (23110-3322-00210000)

Parcel B:

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0619 (23110-3323-00000000)

Parcel C:

The SE ¼ of the NW ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0620 (23110-3324-00000000)

Parcel D:

The NE ¼ of the SW ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that part described as follows:

Beginning at the Southwest corner of the NE ¼ of the SW ¼; thence North 00°00'00" East along the West line of the NE ¼ of the SW ¼, also being along an existing fence line, 1042.00 feet to a bend point in the fence line; thence North 83°26'51" East 183.05 feet to a bend in the fence line; thence North 05°46'58" East 186.17 feet; thence North 87°11'35" East 558 feet; thence Northeasterly to the Northeast corner of the NE ¼ of the SW ¼; thence South to the Southeast corner of the NE ¼ of the SW ¼; thence West to the point of beginning.

Parcel #006-0621.3000 (23110-3331-03750000)

Parcel E:

That part of the NW ¼ of the SW ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the Northeast corner of the said NW ¼ of the SW ¼; thence West 24 rods; thence Southeasterly to a point 25 rods South and 2 rods West of the Northeast corner; thence South on a line parallel with and 2 rods West of the East line to the public highway extending and running Easterly and Westerly through the said NW ¼ of the SW ¼; thence East 2 rods; thence North on the East line of the said NW ¼ of the SW ¼ to the point of beginning.

Parcel #006-0623 (23110-3332-01250000)

Property Address: 3272 195TH AVENUE, BLOOMER, WI 54724

Parcels C-1, C-2, C-3, C-4 & C-5 are also described as follows:

The East ½ of the NW ¼ of the NW ¼, the SW ¼ of the NW ¼, the SE ¼ of the NW ¼, part of the NW ¼ of the SW ¼ and part of the NE ¼ of the SW ¼; All in Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the West ¼ corner of said Section 33; thence South 89°27'38" East, assumed bearing along the South line of the NW ¼ of said Section 33, a distance of 918.88 feet; thence South 40°38'15" East a distance of 548.04 feet to a point 33.00 feet West of the East line of the NW ¼ of the SW ¼ of said Section 33; thence South 00°50'31" West, parallel with said East line, a distance of 433.19 feet to the centerline of 195th Avenue; thence South 89°09'29" East a

distance of 33.00 feet to said East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North $00^{\circ}50'31''$ East along said East line, a distance of 573.12 feet; thence North $84^{\circ}17'22''$ East, a distance of 183.05 feet; thence North $06^{\circ}37'29''$ East a distance of 186.17 feet; thence North $88^{\circ}02'06''$ East a distance of 558.00 feet; thence North $86^{\circ}05'38''$ East a distance of 558.84 feet to the Southeast corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33; thence North $00^{\circ}47'14''$ East, along the East line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 1331.56 feet to the Northeast corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence North $89^{\circ}50'27''$ West, along the North line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1313.57 feet to the Southeast corner of said East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33; thence North $00^{\circ}50'48''$ East, along the East line of said East $\frac{1}{2}$, a distance of 1322.85 feet to the Northeast corner of said East $\frac{1}{2}$; thence South $89^{\circ}46'42''$ West, along the North line of said East $\frac{1}{2}$, a distance of 656.16 feet to the Northwest corner of said East $\frac{1}{2}$; thence South $00^{\circ}52'37''$ West, along the West line of said East $\frac{1}{2}$, a distance of 1318.50 feet to the Southwest corner of said East $\frac{1}{2}$; thence North $89^{\circ}50'27''$ West along the North line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 656.79 feet to the Northwest corner of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence South $00^{\circ}54'26''$ West, along the West line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1314.15 feet to the point of beginning.

Hass Mineral Lease

Parcel A:

That part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence North $00^{\circ}00'00''$ East along the West line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, also being along an existing fence line, 1042.00 feet to a bend point in the fence line; thence North $83^{\circ}26'51''$ East 183.05 feet to a bend in the fence line; thence North $05^{\circ}46'58''$ East 186.17 feet; thence North $87^{\circ}11'35''$ East 558 feet; thence Northeasterly to the Northeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South to the Southeast corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West to the point of beginning.

Parcel #006-0621 (23110-3331-00020000)

Parcel B:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0628 (23110-3343-00000000)

Parcel C:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that part described as follows:

Beginning at a point 28 rods West of the Southeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence West 25.5 rods; thence North 9 rods; thence East 2.5 rods; thence North 12 rods; thence East 8 rods; thence Southeasterly 25 rods, more or less, to the point of beginning.

ALSO EXCEPT lands conveyed for highway purposes in Warranty Deed dated 7/24/2014 and recorded 8/5/2014 as Document #835610.

Parcel #006-0629 (23110-3344-00020000)

Boese Mineral Lease

Parcel A:

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that part described as follows:

Beginning at the Northeast corner of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West 24 rods; thence Southeasterly to a point 25 rods South and 2 rods West of the Northeast corner; thence South on a line parallel with and 2 rods West of the East line to the public highway extending and running Easterly and Westerly through the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence East 2 rods; thence North on the East line of the said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ to the point of beginning.

Parcel #006-0622 (23110-3332-00020000)

Property Address: 3143 195TH AVENUE, BLOOMER, WI 54724

Parcel B:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0627 (23110-3342-00000000)

Parcel C:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0626 (23110-3341-00000000)

Pietz Mineral and Surface Leases

Parcel A:

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 12/29/1987 in Volume 623 of Records, Page 375 as Document #469833.

Parcel #006-0527 (23110-2831-00020000)

Parcel B:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 12/29/1987 in Volume 623 of Records, Page 375 as Document #469833.

Parcel #006-0531 (23110-2841-00020000)

Parcel C:

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** lands conveyed for highway purposes in Warranty Deed recorded 1/29/1987 in Volume 623 of Records, Page 375 as Document #469833.

Parcel #006-0532 (23110-2842-00020000)

Parcel D:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** a strip of land 1 rod wide off the entire South side thereof.

ALSO EXCEPT that part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner thereof; thence East along the South line 1,000 feet to the point of beginning; thence continuing along the South line 400 feet; thence North at right angles 261.5 feet; thence West at right angles 400 feet; thence South 261.5 feet, more or less, to the point of beginning.

ALSO EXCEPT that certain parcel of land designated as the Slurry Pond Lease Area in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 28; thence North $88^{\circ}56'10''$ West, along the South line of said SE $\frac{1}{4}$, a distance of 1627.04 feet; thence North $01^{\circ}03'50''$ East a distance of 16.50 feet to the point of beginning; thence North $88^{\circ}56'10''$ West a distance of 303.20 feet; thence North $39^{\circ}46'58''$ West a distance of 41.84 feet; thence Northerly a distance of 125.87 feet along a tangential curve, concave to the East, having a radius of 158.03 feet, a central angle of $45^{\circ}38'03''$ and a chord which bears North $16^{\circ}57'56''$ West a distance of 122.57 feet; thence North $05^{\circ}51'05''$ East, tangent to said curve, a distance of 282.29 feet; thence Northwesterly a distance of 238.07 feet along a tangential curve, concave to the Southwest, having a radius of 135.70 feet, a central angle of $100^{\circ}31'14''$ and a chord which bears North $44^{\circ}24'31''$ West a distance of 208.69 feet; thence South $85^{\circ}19'52''$ West, tangent to said curve, a distance of 233.70 feet; thence Northwesterly a distance of 324.71 feet along a tangential curve, concave to the Northeast, having a radius of 231.42 feet, a central angle of $80^{\circ}23'33''$ and a chord which bears North $54^{\circ}28'22''$ West a distance of

298.72 feet to the West line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence North $03^{\circ}11'40''$ East, not tangent to said curve and along said West line, a distance of 634.07 feet to the Northwest corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence South $87^{\circ}45'26''$ East, along the North line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$, a distance of 1695.49 feet; thence South $02^{\circ}14'32''$ West a distance of 1075.51 feet; thence North $88^{\circ}56'10''$ West a distance of 724.05 feet; thence South $01^{\circ}03'50''$ West a distance of 245.00 feet to the point of beginning.

Parcel #006-0533 (23110-2843-00020000)

Parcel E:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** a strip of land 1 rod wide off the entire South side thereof.

ALSO EXCEPT that part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner thereof; thence East along the South line 1,000 feet to the point of beginning; thence continuing along the South line 400 feet; thence North at right angles 261.5 feet; thence West at right angles 400 feet; thence South 261.5 feet, more or less, to the point of beginning.

ALSO EXCEPT that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 28; thence East along the South line 2,000 feet to the point of beginning; thence West along the South line 500 feet; thence North at right angles 261.5 feet; thence East at right angles to a point on a line that runs through the point of beginning at right angles to the South line; thence South along that line to the point of beginning.

ALSO EXCEPT that certain parcel of land designated as the Slurry Pond Lease Area in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 28; thence North $88^{\circ}56'10''$ West, along the South line of said SE $\frac{1}{4}$, a distance of 1627.04 feet; thence North $01^{\circ}03'50''$ East a distance of 16.50 feet to the point of beginning; thence North $88^{\circ}56'10''$ West a distance of 303.20 feet; thence North $39^{\circ}46'58''$ West a distance of 41.84 feet; thence Northerly a distance of 125.87 feet along a tangential curve, concave to the East, having a radius of 158.03 feet, a central angle of $45^{\circ}38'03''$ and a chord which bears North $16^{\circ}57'56''$ West a distance of 122.57 feet; thence North $05^{\circ}51'05''$ East, tangent to said curve, a distance of 282.29 feet; thence Northwesterly a distance of 238.07 feet along a tangential curve, concave to the Southwest, having a radius of 135.70 feet, a central angle of $100^{\circ}31'14''$ and a chord which bears North $44^{\circ}24'31''$ West a distance of 208.69 feet; thence South $85^{\circ}19'52''$ West, tangent to said curve, a distance of 233.70 feet; thence Northwesterly a distance of 324.71

feet along a tangential curve, concave to the Northeast, having a radius of 231.42 feet, a central angle of $80^{\circ}23'33''$ and a chord which bears North $54^{\circ}28'22''$ West a distance of 298.72 feet to the West line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence North $03^{\circ}11'40''$ East, not tangent to said curve and along said West line, a distance of 634.07 feet to the Northwest corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence South $87^{\circ}45'26''$ East, along the North line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$, a distance of 1695.49 feet; thence South $02^{\circ}14'32''$ West a distance of 1075.51 feet; thence North $88^{\circ}56'10''$ West a distance of 724.05 feet; thence South $01^{\circ}03'50''$ West a distance of 245.00 feet to the point of beginning.

ALSO EXCEPT lands conveyed for highway purposes in Warranty Deed recorded 12/29/1987 in Volume 623 of Records, Page 375 as Document #469833; AND in Warranty Deed recorded 1/25/1988 in Volume 624 of Records, Page 339 as Document #470284.

Parcel #006-0535 (23110-2844-00020000)

Property Address: 3991 STATE HIGHWAY 64, BLOOMER, WI 54724

Parcel F:

That certain parcel of land, lying and being in the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, being more particularly designated as the Slurry Pond Lease Area, described as follows:

Commencing at the Southeast corner of said Section 28; thence North $88^{\circ}56'10''$ West, along the South line of said SE $\frac{1}{4}$, a distance of 1627.04 feet; thence North $01^{\circ}03'50''$ East a distance of 16.50 feet to the point of beginning; thence North $88^{\circ}56'10''$ West a distance of 303.20 feet; thence North $39^{\circ}46'58''$ West a distance of 41.84 feet; thence Northerly a distance of 125.87 feet along a tangential curve, concave to the East, having a radius of 158.03 feet, a central angle of $45^{\circ}38'03''$ and a chord which bears North $16^{\circ}57'56''$ West a distance of 122.57 feet; thence North $05^{\circ}51'05''$ East, tangent to said curve, a distance of 282.29 feet; thence Northwesterly a distance of 238.07 feet along a tangential curve, concave to the Southwest, having a radius of 135.70 feet, a central angle of $100^{\circ}31'14''$ and a chord which bears North $44^{\circ}24'31''$ West a distance of 208.69 feet; thence South $85^{\circ}19'52''$ West, tangent to said curve, a distance of 233.70 feet; thence Northwesterly a distance of 324.71 feet along a tangential curve, concave to the Northeast, having a radius of 231.42 feet, a central angle of $80^{\circ}23'33''$ and a chord which bears North $54^{\circ}28'22''$ West a distance of 298.72 feet to the West line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence North $03^{\circ}11'40''$ East, not tangent to said curve and along said West line, a distance of 634.07 feet to the Northwest corner of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$; thence South $87^{\circ}45'26''$ East, along the North line of said S $\frac{1}{2}$ of the SE $\frac{1}{4}$, a distance of 1695.49 feet; thence South $02^{\circ}14'32''$ West a distance of 1075.51 feet; thence North $88^{\circ}56'10''$ West a distance of 724.05 feet; thence South $01^{\circ}03'50''$ West a distance of 245.00 feet to the point of beginning.

Part of Parcel #006-0533 (23110-2843-00020000) & Part of #006-0535 (23110-2844-00020000)

Culver Mineral and Surface Leases

Parcel A:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin; **EXCEPT** that certain parcel of land designated as the Wet Plant Lease Area in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 33; thence South $00^{\circ}40'21''$ West, along the East line of said NE $\frac{1}{4}$, a distance of 254.04 feet to the point of beginning; thence continue South $00^{\circ}40'21''$ West, along said East line, a distance of 66.00 feet; thence North $89^{\circ}19'39''$ West a distance of 162.24 feet; thence South $00^{\circ}40'21''$ West a distance of 999.12 feet to the South line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North $89^{\circ}11'55''$ West, along said South line, a distance of 756.71 feet; thence North $10^{\circ}12'01''$ West a distance of 258.45 feet; thence North $20^{\circ}05'53''$ West a distance of 165.67 feet; thence North $30^{\circ}15'27''$ West a distance of 112.11 feet; thence North $63^{\circ}09'08''$ West a distance of 99.75 feet; thence North $00^{\circ}37'58''$ East a distance of 187.43 feet; thence North $50^{\circ}09'27''$ West a distance of 180.89 feet to the West line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North $00^{\circ}43'49''$ East, along said West line, a distance of 343.17 feet; thence South $88^{\circ}56'10''$ East a distance of 767.64 feet; thence North $01^{\circ}03'50''$ East a distance of 132.70 feet to the North line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence South $88^{\circ}56'10''$ East, along said North line, a distance of 66.00 feet; thence South $01^{\circ}03'50''$ West a distance of 132.70 feet; thence South $88^{\circ}56'10''$ East a distance of 243.28 feet; thence Southeasterly a distance of 117.30 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet, a central angle of $89^{\circ}36'31''$ and a chord which bears South $44^{\circ}07'54''$ East a distance of 105.70 feet; thence South $00^{\circ}40'21''$ West, tangent to said curve, a distance of 47.96 feet; thence South $89^{\circ}19'39''$ East a distance of 162.24 feet to the point of beginning.

Part of Parcel #006-0613 (23110-3311-00020000)

Parcel B:

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0615 (23110-3313-00000000)

Parcel C:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin.

Parcel #006-0616 (23110-3314-00000000)

Parcels A, B and C are also described as:

The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; All in Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County,

Wisconsin, described as follows:

Beginning at the Northeast corner of said Section 33; thence South 00°40'21" West, assumed bearing along the East line of said NE ¼, a distance of 2639.05 feet to the East ¼ corner of said Section 33; thence North 89°27'38" West, along the South line of said NE ¼, a distance of 2632.31 feet to the center of said Section 33; thence North 00°47'14" East, along the West line of said NE ¼, a distance of 1331.56 feet to the Northwest corner of said SW ¼ of the NE ¼; thence South 89°11'55" East, along the North line of said SW ¼ of the NE ¼, a distance of 1314.82 feet to the Northeast corner of said SW ¼ of the NE ¼; thence North 00°43'49" East, along the West line of said NE ¼ of the NE ¼, a distance of 1325.54 feet to the Northwest corner of said NE ¼ of the NE ¼; thence South 88°56'10" East, along the North line of said NE ¼, a distance of 1313.52 feet to the point of beginning;

EXCEPT a parcel of land located in the NE ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 33; thence South 00°40'21" West, along the East line of said NE ¼, a distance of 254.04 feet to the point of beginning; thence continue South 00°40'21" West, along said East line, a distance of 66.00 feet; thence North 89°19'39" West a distance of 162.24 feet; thence South 00°40'21" West a distance of 999.12 feet to the South line of said NE ¼ of the NE ¼; thence North 89°11'55" West, along said South line, a distance of 756.71 feet; thence North 10°12'01" West a distance of 258.45 feet; thence North 20°05'53" West a distance of 165.67 feet; thence North 30°15'27" West a distance of 112.11 feet; thence North 63°09'08" West a distance of 99.75 feet; thence North 00°37'58" East a distance of 187.43 feet; thence North 50°09'27" West a distance of 180.89 feet to the West line of said NE ¼ of the NE ¼; thence North 00°43'49" East, along said West line, a distance of 343.17 feet; thence South 88°56'10" East a distance of 767.64 feet; thence North 01°03'50" East a distance of 132.70 feet to the North line of said NE ¼ of the NE ¼; thence South 88°56'10" East, along said North line, a distance of 66.00 feet; thence South 01°03'50" West a distance of 132.70 feet; thence South 88°56'10" East a distance of 243.28 feet; thence Southeasterly a distance of 117.30 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet, a central angle of 89°36'31" and a chord which bears South 44°07'54" East a distance of 105.70 feet; thence South 00°40'21" West, tangent to said curve, a distance of 47.96 feet; thence South 89°19'39" East a distance of 162.24 feet to the point of beginning.

Parcel D:

That certain parcel of land located in the NE ¼ of the NE ¼ of Section 33, Township 31 North, Range 10 West, Town of Auburn, Chippewa County, Wisconsin, designated as the Wet Plant Lease Area, described as follows:

Commencing at the Northeast corner of said Section 33; thence South 00°40'21" West, along the East line of said NE ¼, a distance of 254.04 feet to the point of beginning; thence continue South 00°40'21" West, along said East line, a distance of 66.00 feet; thence North

89°19'39" West a distance of 162.24 feet; thence South 00°40'21" West a distance of 999.12 feet to the South line of said NE ¼ of the NE ¼; thence North 89°11'55" West, along said South line, a distance of 756.71 feet; thence North 10°12'01" West a distance of 258.45 feet; thence North 20°05'53" West a distance of 165.67 feet; thence North 30°15'27" West a distance of 112.11 feet; thence North 63°09'08" West a distance of 99.75 feet; thence North 00°37'58" East a distance of 187.43 feet; thence North 50°09'27" West a distance of 180.89 feet to the West line of said NE ¼ of the NE ¼; thence North 00°43'49" East, along said West line, a distance of 343.17 feet; thence South 88°56'10" East a distance of 767.64 feet; thence North 01°03'50" East a distance of 132.70 feet to the North line of said NE ¼ of the NE ¼; thence South 88°56'10" East, along said North line, a distance of 66.00 feet; thence South 01°03'50" West a distance of 132.70 feet; thence South 88°56'10" East a distance of 243.28 feet; thence Southeasterly a distance of 117.30 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet, a central angle of 89°36'31" and a chord which bears South 44°07'54" East a distance of 105.70 feet; thence South 00°40'21" West, tangent to said curve, a distance of 47.96 feet; thence South 89°19'39" East a distance of 162.24 feet to the point of beginning.

Part of Parcel #006-0613 (23110-3311-00020000)

Document Name

ASSIGNMENT OF SECOND
LIEN MORTGAGE, SECURITY
AGREEMENT, FINANCING
STATEMENT, FIXTURE
FILINGS AND ASSIGNMENT
OF RENTS AND LEASES

Document Number

Document Number: 389468
Volume: 637 Page: 290
Shari Marg
Register of Deeds
Jackson County, WI
Recorded: 01/05/2018
at: 12:57 PM
Transfer Tax Paid: \$0.00
Transfer Tax Exempt #
Recording Fee Paid: \$30.00
Number of Pages: 11

Recording Area

This Document Prepared by and When
Recorded Return To:
Weil, Gotshal & Manges LLP
Attn: Joshua N. Rudin Esq.
767 Fifth Avenue
New York, New York 10153

006-0578.0005; 006-0614.0000; 006-0615.0010; 006-
0617.0000; 006-0785.0020; 006-0622.0005; 006-
0586.0000; 006-0589.0000; 006-0600.0015; 006-
0600.0010; 006-0610.0000; 006-0552.0000; 006-
0553.0000; 006-0529.0000; 006-0530.0000; 006-
0534.0000; 006-0539.0000; 006-0540.0000; 006-
0541.0000; 006-0542.0000; 006-0534.0015; 006-
0535.0005; 006-0891.0000; 006-0892.0005; 006-
0893.0000; 006-0894.0000; 006-0898.0000; 006-
0899.0000; 006-0900.0010; 006-0900.0005; 006-
0900.0000; 006-0904.0000; 006-0905.0000; 006-
0901.0000; 024-0373.0000; 024-0372.0000; 006-
0906.0005; 006-0903.0000; 002-0507.0000; 002-
0507.0005; 002-0510.0000; and 002-0509.0000

Parcel Identification Number (PIN)

Jackson County, Wisconsin

KNOW THAT

U.S. Bank National Association, in its capacity as Disbursing Agent and Collateral Agent, as Mortgagee, having an address at 214 N. Tryon Street, 27th Floor, Charlotte, North Carolina 28202 (“Assignor”),

For valuable consideration given by:

HPS Investment Partners, LLC, as successor Mortgagee, having an address at 40 West 57th Street, 33rd Floor, New York, New York 10019 (“Assignee”),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, and set over, without recourse, representation and warranty of any kind (express or implied), all of Assignor’s right, title and interest, of any kind whatsoever, in and to the subject note(s) and loan documents, and including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

SECOND LIEN MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING, AND ASSIGNMENT OF RENTS AND LEASES (as same may have been amended) by SUPERIOR SILICA SANDS LLC, a Texas limited liability company, as mortgagor, to Assignor, as mortgagee, and recorded April 17, 2017 as Instrument Number 386396, in Volume 627, Page 222, in the Register of Deeds pertaining to the land situated in the State of Wisconsin, County of Jackson, as more particularly described on Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be effective as of January 5, 2018.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

**U.S. Bank National Association, in its capacity as
Disbursing Agent, Collateral Agent and
Mortgagee**

By: 
Name: Alexandra Robb
Title: Trust Officer

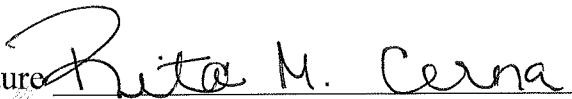
State of North Carolina

County of Mecklenburg

On the 22 day of December, 2017, before me, Alexandra Robb
(insert name and title of the officer), personally appeared
Trust Officer, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
NC that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

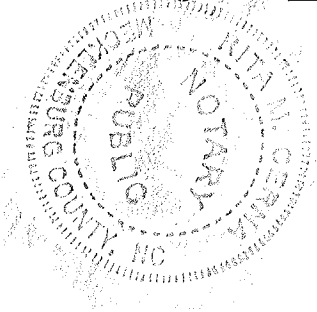


EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

EXHIBIT A

FEE SIMPLE TRACTS (Tracts 1–5)

Tract 1 (formerly Martin)

Lot 3 of Certified Survey Map #3678 as recorded in Volume 15 of Certified Survey Maps on Page 334 as Document #366958; being a part of Lot 1 of Certified Survey Map #1619 as recorded in Volume 7 of Certified Survey Maps on Page 190 as Document #283175; located in the NE 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 of Section 35, Township 23 North, Range 4 West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel No.: 006-0578.0005

Tract 2 (formerly Matalas)

That part of the Northeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0614.0000

That part of the Northwest Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0615.0010

That part of Southeast Quarter of the Southwest Quarter lying East of the Union Pacific Railroad right-of-way, Section One, Township Twenty-two North, Range Four West, Jackson County, Wisconsin, EXCEPT lands conveyed in Volume 410 Records, page 525, as Document No. 309683.

Tax Parcel No.: 006-0617.0000

Tract 3 (formerly Larsen)

That part of the West Half of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad.

AND that part of the Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, lying East of the East right-of-way of the Union Pacific Railroad and North of the Centerline of Garage Road as presently located and travelled.

EXCEPT the following described parcels:

- 1) The Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West.
- 2) Commencing on the South line of said Section One, Township Twenty-two North, Range Four West at a point 168 feet West of the South Quarter corner of said Section One and the point of beginning of this EXCEPTION; thence North $00^{\circ}23'00''$ West 2062.8 feet to a fence line; thence North $86^{\circ}33'15''$ West, along said fence line, 726.4 feet thence North $19^{\circ}12'00''$ West, along said fence line, 257.00 feet; thence North $34^{\circ}33'00''$ West 292.00 feet; thence South $79^{\circ}10'00''$ West 414.7 feet, more or less, to the East right-of-way of the Union Pacific Railroad; thence Southeasterly 3173 feet, more or less, to the centerline of Garage Road as presently located and travelled; thence Easterly, along said centerline, to a point 188 feet West of the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve, Township Twenty-two North, Range Four West as measured perpendicular to said East line; thence North $00^{\circ}00'00''$ East 506.13 feet to the South line of said Section One, Township Twenty-two North, Range Four West; thence Easterly, along said South line, 20 feet to the point of beginning of this EXCEPTION. Bearings are referenced to the East line of said Northeast Quarter of the Northwest Quarter of Section Twelve which is assumed to bear North $00^{\circ}00'00''$ East.

Tax Parcel No.: 006-0785.0020

Tract 4 (formerly Olson)

A Parcel of land being located in the Northeast Quarter of the Northeast Quarter of Section Two, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin described as follows: Beginning at the Northeast corner of said Section Two; thence South $00^{\circ}54'58''$ West, 179.07 feet to the Easterly Railroad right of way; thence North $19^{\circ}39'34''$ West along said right of way, 190.00 feet to the North line of said Section Two; thence North $89^{\circ}53'46''$ East along said North line, 66.78 feet to the point of beginning.

Tax Parcel No.: 006-0622.0005

Tract 5 (formerly Schneider)

PARCEL A: Part of the East One-half of the Southeast Quarter of Section Thirty-five and part of the Southwest Quarter of the Southwest Quarter of Section Thirty-six, Township Twenty-Three North, Range Four West, Town of Alma, Jackson County, Wisconsin, described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Southeast Quarter of Section Thirty-five and the point of beginning of this description; thence South $89^{\circ}53'46''$ West 66.78 feet to the Easterly right-of-way of the Union Pacific Railroad; thence North

19°39'34" West, along said right-of-way, 2801.67 feet to the North line of the Northeast Quarter of said Southeast Quarter of Section Thirty-five; thence North 89°28'31" East, along said North line, 837.74 feet; thence South 00°28'59" East 1473.27 feet; thence South 89°50'33" East 149.43 feet; thence South 19°39'34" East 1245.32 feet to the South line of said Southwest Quarter of the Southwest Quarter of Section 36; thence North 89°56'17" West, along said South line, 409.17 feet to the point of beginning.

Tax Parcel Nos.: 006-0586.0000; 006-0589.0000; 006-0600.0015; and 006-0600.0010

PARCEL B: The Fractional Northeast Quarter of the Northwest Quarter of Section One, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Tax Parcel: 006-0610.0000

AVON MINE TRACTS (Tracts 6 – 9)

Tract 6 (Massman Lease - Avon)

The following property located in Jackson County, Wisconsin:

The South 1/2 of the Southwest 1/4 of Section 33, Township 23 North, Range 4 West less and except Lots 1 and 2 Jackson County Certified Survey Map No. 869 as recorded in Volume 4 of Surveys, Page 143, Document No. 248354.

Tax Parcel Nos. 006-0552.0000 and 006-0553.0000

Tract 7 (South Alma Sand Lease - Avon)

A parcel of land located in Section 32, T23N-R4W, Town of Alma, Jackson County, Wisconsin, described as follows:

- 1) The N 1/2 of the SE 1/4 - NW 1/4 except the following described lands:
Lot 1 of CSM No. 1692 as recorded in Volume 7 of Surveys, Page 301, Document No. 285980.
- 2) The SW 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.
- 3) The SE 1/4 of the NE 1/4 except the following described lands:
Lot 1 of CSM No. 1935 as recorded in Volume 9 of Surveys, Page 31, Document No. 294163.

Tax Parcel Nos.: 006-0529.0000; 006-0530.0000 and 006-0534.0000

Tract 8 (Lingo Lease - Avon)

The following property located in Jackson County, Wisconsin:

The Southeast 1/4 less and except Lot 1 and outlot 1 of Jackson County Certified Survey Map No. 1414 as recorded in Volume 6 of Surveys, page 150, Document No. 274115, being part of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 23 North, Range 4 West.

Tax Parcel Nos: 006-0539.0000; 006-0540.0000; 006-0541.0000; and 006-0542.0000

Tract 9 (Mahtowa Lease - Avon)

Parcel 1

Lot Three of Jackson County Certified Survey Map No. 3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897, being part of the Southeast Quarter of the Northwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin.

Parcel 2

The Northeast Quarter of the Southwest Quarter of Section Thirty-two, Township Twenty-three North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT Lot One of Jackson County Survey Map #3704 as recorded in Volume Fifteen of Surveys, page 385, Document No. 368897.

Tax Parcel Nos.: 006-0534.0015 and 006-0535.0005

MEEK MINE TRACTS (Tracts 10 - 15)

Tract 10 (South Alma Sand Lease - Meek)

A parcel of land located in Section Nineteen, Township Twenty-two North, Range Four West, Town of Alma, Jackson County, Wisconsin, Described as follows:

1) The Northeast Quarter EXCEPT the following described lands: Beginning at the North quarter corner of said Section Nineteen; thence North 89°20'10" East, along the North line of the Northeast Quarter, 50.71 feet to point on Wisconsin Department of Transportation right-of-way project No. 7366-05-00; thence South 03°08'13" East, along said right of way project, 30.01 feet; thence South 85°43'11" East, along said right of way project, 148.42 feet; thence South 89°41'33" East, along said right of way project, 349.79 feet; thence South 86°14'09" East, along said right of way project, 250.95 feet; thence North 86°39'43" East, along said right of way project, 226.71 feet; thence South 16°32'49" West, 1,021.71 feet; thence South 87°06'48" West,

729.24 feet to the N-S quarter line of said Section Nineteen; thence North 00°25'00" West, along the N-S quarter line, 1,064.75 feet to the point of beginning.

ALSO EXCEPTING those lands conveyed for highway purposes as set forth in Volume 404 of Records, page 968, Document No. 307476.

ALSO EXCEPTING those lands as described in Volume 279 of Records, page 528, Document No. 241013.

ALSO EXCEPTING Lot One of Jackson County Certified Survey Map No. 1141, Document No. 261867.

- 2) The Southeast Quarter of the Northwest Quarter.
- 3) The Northeast Quarter of the Southwest Quarter.
- 4) The Northwest Quarter of the Southwest Quarter.
- 5) The Northwest Quarter of the Southeast Quarter.
- 6) The North ½ of the Southwest Quarter of the Southeast Quarter.
- 7) The North 201.3 feet of the Southwest Quarter of the Southwest Quarter.

Tax Parcel Nos. 006-0891.0000; 006-0892.0005; 006-0893.0000; 006-0894.0000; 006-0898.0000; 006-0899.0000; 006-0900.0010; 006-0900.0005; 006-0900.0000; 006-0904.0000; 006-0905.0000; and
006-0901.0000

Tract 11 (Walasek Lease - Meek)

The Northwest Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Also, a perpetual easement across the West two rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Also, the easement rights set forth in the easement executed by Robert F. and Jeannine Capaul, No. 213921 in the Office of the Register of Deeds for Jackson County, Wisconsin.

Also, a perpetual easement for access purposes over the North two rods of the Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West.

Tax Parcel: 024-0373.0000

Tract 12 (Ace/Elsner Lease - Meek)

Northeast Quarter of the Southeast Quarter of Section Twenty-four, Township Twenty-two North, Range Five West, Jackson County, Wisconsin, subject to a perpetual easement across the North 2 rods of the Northeast Quarter of the Southeast Quarter.

Also, a 2 rod easement along or near the North line of the land and premises located in a part of the Northwest Quarter of the Southwest Quarter, Section Nineteen, Township Twenty-two North, Range Four West described as follows:

Commencing at a point 2 rods East of the Southeast corner of the properties owned by Ronald Bandell; thence South 2 rods; thence West to the West line of said forty; thence North to the Northwest corner of said forty; thence East along the North line of said forty to the point of beginning.

Also, a perpetual easement across the lands and premises located in the West 2 rods of the East One-half of the West One-half of the Northwest Quarter of Section Nineteen, Township Twenty-two North, Range Four West.

Tax Parcel: 024-0372.0000

Tract 13 (Laufenberg Lease - Meek)

The East One-half of the Southeast Quarter, Section Nineteen, Township Twenty-Two North, Range Four West, Town of Alma, Jackson County, Wisconsin, EXCEPT:

1. Those lands located southeast of Blencoe Road.
2. Lot 1 of Volume 13 S CSM Pg. 399 as Doc. No. 347402 Map No. 3309.

Tax Parcel Nos: 006-0906.0005 and 006-0903.0000

Tract 14 (Dirk/Knoll Lease - Meek)

PARCEL A: Lot three of Jackson County Certified Survey Map No. 2987 as recorded in Volume Twelve of Surveys, Page 284, Document No. 333964; being a part of the Northeast Quarter of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West.

Tax Parcel No.: 002-0507.0000

PARCEL B: A part of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, described as follows: Beginning at a point on the North line of said Northeast Quarter which lies North 89°13'35" East, 952.63 feet from the Northwest corner thereof; thence North 89°13'35" East, 1682.06 feet to the Northeast corner thereof; thence South 01°45'22" East on the East line thereof, 1340.54 feet; thence South 89°13'35" West, 1682.06 feet; thence North 01°45'22" West, 1340.54 feet to the point of beginning, EXCEPT Lot Three of Jackson County Certified Survey Map No. 2987.

Tax Parcel No.: 002-0507.0005

PARCEL C: A part of the South One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including a part of Lot One of Jackson County Certified Survey Map No. 347 and Lots One and Two of Jackson County Certified Survey Map No. 635, as described as follows:

Beginning at a point on the East line of said Northeast Quarter which lies South 01°45'22" East, 1340.54 feet from the Northeast corner thereof; thence South 01°45'22" East, 1287.41 feet to the Southeast corner thereof; thence South 88°42'55" West, 1316.39 feet, to the Southwest corner of the Southeast Quarter of the Northeast Quarter; thence South 88°39'43" West, 365.48 feet; thence North 01°45'22" West, 1302.76 feet; thence North 89°13'35" East 1682.06 feet to the point of beginning.

Tax Parcel No.: 002-0510.0000

Tract 15 (Dirk Lease - Meek)

A part of the West One-half of the Northeast Quarter, Section Thirty, Township Twenty-two North, Range Four West, including part of Lots One and Two of Jackson County Certified Survey Map No. 635 and described as follows:

Beginning at a point on the North line of said Northwest Quarter which lies North 89 degrees 13'35" East, 436.00 feet from the Northeast corner thereof; thence North 89 degrees 13'35" East, 516.63 feet; thence South 01 degrees 45'22" East, 2643.30 feet, to the South line of the Southwest Quarter of the Northwest Quarter; thence South 88 degrees 39'43" West, 953.65 feet, to the Southwest corner thereof; thence North 01 degrees 43'54" West, 1816.71 feet, to a point which lies South 01 degrees 43'54" East 835.96 feet from the aforesaid Northwest corner; thence North 67 degrees 30'00" East, 361.76 feet; thence North 54 degrees 20'00" East, 195.00 feet; thence North 07 degrees 55'00" West, 595.00 feet to the point of beginning.

Tax Parcel No.: 002-0509.0000

Exhibit D – Proposed Order Approving Omnibus Objection

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

In re:

EMERGE ENERGY SERVICES, LP,

Debtor.¹

)
) Chapter 11
)
) Case No. 19-11563 (KBO)
)
) Jointly Administered
)
)
)
)

**[PROPOSED] ORDER APPROVING REORGANIZED DEBTORS' FIRST
(SUBSTANTIVE) OMNIBUS OBJECTION TO, OR MOTION TO RECLASSIFY,
PURPORTED SECURED CLAIMS**

This matter coming before the Court on the *Debtors' First (Substantive) Omnibus Objection to, or Motion to Reclassify, Purported Secured Claims* (the “**Objection**”),² filed by the above-captioned reorganized debtor (collectively, the “**Debtors**” or the “**Reorganized Debtors**”); the Court having reviewed the Objection and the Waughtal Declaration and having heard the statements of counsel regarding the relief requested in the Objection at the hearing (if any) before the Court (the “**Hearing**”); the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iii) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409, (iv) notice of the Objection and the Hearing was sufficient under the circumstances, and (v) after due deliberation, the Court having determined that the relief

¹ The Reorganized Debtor in this case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Emerge Energy Services LP (2937). The Reorganized Debtor’s address is 6500 West Freeway, Suite 800, Fort Worth, Texas 76116.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Objection.

requested in the Objection is in the best interests of the Reorganized Debtors, their estates, and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The Objection is SUSTAINED as set forth herein.
2. Any Response to the Objection not otherwise withdrawn, resolved, or adjourned is hereby overruled on the merits.
3. The claims set forth on the attached **Exhibit A** are hereby reclassified to be Class 6 general unsecured claims, as set forth on **Exhibit A**; and
4. The claims set forth on the attached **Exhibit B** are hereby reclassified to be Class 6 general unsecured claims, as set forth on **Exhibit B**.
5. The objection by the Reorganized Debtors to the proofs of claim addressed in the Objection, **Exhibit A**, and **Exhibit B** hereto (individually, a “**Disputed Claim**”, and collectively, the “**Disputed Claims**”), constitutes a separate contested matter with respect to each such claim, as contemplated by Bankruptcy Rule 9014 and Local Rule 3007-1. This Order shall be deemed a separate Order with respect to each Disputed Claim.
6. Any stay of this Order pending appeal by any holder of a Disputed Claim or any other party with an interest in such claims that are subject to this Order shall only apply to the contested matter which involves such party and shall not act to stay the applicability and/or finality of this Order with respect to the other contested matters arising from the Objection, the exhibits thereto, or this Order.
7. The rights of the Reorganized Debtors, or any other party in interest, as applicable, to (a) file subsequent objections to any Disputed Claims on any ground, (b) amend, modify, and/or supplement the Objection, including, without limitation, the filing of objections to further amended or newly filed claims, (c) seek expungement or reduction of any Claim to the

extent all or a portion of such Claim has been paid, and (d) settle any Claim for less than the asserted amount are preserved.

8. The Claims Agent is authorized to modify the Claims Register to comport with the entry of this Order.

9. The Reorganized Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

10. The Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2020
Wilmington, Delaware

THE HONORABLE KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE