

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

----- X
 In re: : Chapter 11
 :
 EMERGE ENERGY SERVICES LP, *et al.*,¹ : Case No. 19-11563 (KBO)
 :
 Debtors. : Jointly Administered
 :
 ----- X Re: Docket No. 10

**CERTIFICATION OF COUNSEL REGARDING
ORDER AUTHORIZING THE DEBTORS TO (I) REJECT CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES *NUNC PRO TUNC*
TO THE PETITION DATE AND (II) ABANDON ANY REMAINING
PERSONAL PROPERTY IN CONNECTION THEREWITH**

The undersigned hereby certifies as follows:

1. On July 16, 2019, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) filed the *Debtors’ First Omnibus Motion for Entry of an Order Authorizing the Debtors to (I) Reject Certain Executory Contracts and Unexpired Leases Nunc Pro Tunc to the Petition Date and (II) Abandon Any Remaining Personal Property in Connection Therewith* [Docket No. 10] (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

2. Pursuant to the *Notice of Motion and Hearing*, objections to the Motion were to be filed and served by no later than July 30, 2019 at 4:00 p.m. (ET) (the “**Objection Deadline**”). The Objection Deadline was extended for the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) until August 9, 2019 at 4:00 p.m. (ET).

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Emerge Energy Services LP (2937), Emerge Energy Services GP LLC (4683), Emerge Energy Services Operating LLC (2511), Superior Silica Sands LLC (9889), and Emerge Energy Services Finance Corporation (9875). The Debtors’ address is 5600 Clearfork Main Street, Suite 400, Fort Worth, Texas 76109.



3. On July 30, 2019, Tidewater Logistics Corp. (“**Tidewater**”) filed an objection [Docket No. 110] (the “**Objection**”) to the Motion.

4. Prior to the Objection Deadline, the Debtors also received informal comments (the “**Comments**”) to the relief requested in the Motion from Wells Fargo Rail Corporation (“**WFRC**”) and Iron Mountain Trap Rock Company (“**Trap Rock**”). The Objection and the Comments were resolved by revising the original proposed order (the “**Original Order**”), and such revised order is attached hereto as Exhibit A (the “**Revised Order**”).

5. On August 9, 2019, Tidewater filed a notice of withdrawal of the Objection [Docket No. 161].

6. The Revised Order has been circulated to counsel to the official committee of unsecured creditors, counsel to Tidewater, counsel to WFRC, counsel to Trap Rock, and the U.S. Trustee, and the aforementioned parties do not object to the entry of the Revised Order. Other than the Comments and the Objection, the Debtors received no other informal responses to the Motion, and no other objection or responsive pleading to the Motion has appeared on the Court’s docket in these chapter 11 cases. For the convenience of the Court and all parties in interest, a blackline of the Revised Order against the Original Order is attached hereto as Exhibit B.

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Order, attached hereto as Exhibit A, at its earliest convenience.

Dated: August 13, 2019
Wilmington, Delaware

/s/ Travis J. Cuomo

RICHARDS, LAYTON & FINGER, P.A.

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Proposed Counsel for Debtors and Debtors-in-Possession

EXHIBIT A

Revised Order

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

	X	
In re:	:	Chapter 11
	:	
EMERGE ENERGY SERVICES LP, <i>et al.</i> , ¹	:	Case No. 19- 19-11563 (KBO)
	:	
Debtors.	:	Jointly Administered
	:	
	:	Re: Docket No. 10
	X	

**ORDER AUTHORIZING THE DEBTORS TO (I) REJECT CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES *NUNC PRO TUNC*
TO THE PETITION DATE AND (II) ABANDON ANY REMAINING
PERSONAL PROPERTY IN CONNECTION THEREWITH**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an Order authorizing the Debtors to (i) reject certain executory contracts and unexpired leases, each as set forth on Exhibit 1 attached hereto (collectively, the “**Rejected Contracts and Leases**”), *nunc pro tunc* to the Petition Date, and (ii) abandon any remaining personal property in connection therewith, all as more fully described in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 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; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and the Court having

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Emerge Energy Services, LP (2937), Emerge Energy Services GP LLC (4683), Emerge Energy Services Operating LLC (2511), Superior Silica Sands LLC (9889), and Emerge Energy Services Finance Corporation (9875). The Debtors’ address is 5600 Clearfork Main Street, Suite 400, Fort Worth, Texas 76109.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their respective estates and creditors; and the Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to reject the Rejected Contracts and Leases, identified on Exhibit 1 attached hereto, including, to the extent applicable, any agreements, amendments, modifications, and subleases related thereto, effective as of the Petition Date.
3. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, the Counterparties are prohibited from setting off or otherwise utilizing any amounts deposited by the Debtors with any of the Counterparties as a security deposit or pursuant to another similar arrangement, or owed to the Debtors by any of the Counterparties under the Rejected Contracts and Leases or other agreements between the same parties, without further order of this Court.
4. The Debtors are authorized to abandon the Abandoned Property, and the Counterparties may, if they should elect but without any obligation to do so, dispose of the Abandoned Property on and after the Petition Date in their sole and absolute discretion without further notice to or the approval from the Debtors or any third party. Nothing in this Order shall impose upon any Counterparties any obligations that such Counterparties did not have prior to the

entry of this Order, nor shall this Order alone transfer to, or vest in, any Counterparties any interest in the Abandoned Property that such Counterparties did not possess prior to the entry of this Order.

5. Third parties, including but not limited to third parties party to the Terminal, Transloading, and Storage Agreements, shall not impede or interfere in any Third parties, including but not limited to third parties party to the Terminal, Transloading, and Storage Agreements, shall not impede or interfere in any manner with the removal by the Counterparties of their equipment or other property based on any claims, financial or otherwise, against the Debtors whether arising prepetition or postpetition.

6. Nothing in this Order shall prejudice the rights of the Counterparties with respect to any claim for damages arising from the rejection of the Rejected Contracts and Leases and with respect to any objection by the Debtors thereto.

7. Any claims based on the rejection of the Rejected Contracts and Leases shall be filed in accordance with the bar date for filing proofs of claims, to be established by the Court at a later date.

8. Nothing herein shall prejudice the rights of the Debtors to argue (and the Counterparties to raise objection thereto) that any of the Rejected Contracts and Leases were terminated prior to the Petition Date or that any claim for damages arising from the rejection of the Rejected Contracts and Leases is limited to the remedies available under any applicable termination provision of such contract or lease, as applicable, or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

9. Nothing contained in the Motion or this Order is or should be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to dispute any claim or lien on any

grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; or (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

10. Nothing in this Order shall prejudice the rights of the Counterparties with respect to any claim, including an administrative claim, whether for damages arising from the rejection of the Rejected Contracts and Leases or otherwise and with respect to any objection by the Debtors thereto.

11. Adequate notice of, and an opportunity for a hearing on, the Motion has been provided, and such notice satisfies the requirements of Bankruptcy Rule 6004(a).

12. Notwithstanding any applicability of Bankruptcy Rules 6004(h), 7062, or 9014, the terms and conditions of this Order are immediately effective and enforceable upon its entry. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

13. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

14. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
1	Superior Silica Sands LLC (“ <u>SSS LLC</u> ”)	16 Sand, LLC	922 Isom Road San Antonio, TX 78216 Attn: Anthony S. Ridout 210-518-5082 Tridout@ridoutBarrett.com	Purchase Agreement	Sand Supply and Financing Agreement	3/21/18
2	SSS LLC	Kristine Benusa	Kristine Benusa W 23495 Grulkowski Lane Arcadia, WI 54612 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/30/14
3	SSS LLC	BMT Consulting Group LLC	36 Redwood Drive Butte, MT 59701 Attn: Paul McCarthy Phone: 406-490-2598 paul@bmt.us	Terminal, Transloading and Storage Agreement	Railcar Storage Agreement	2/1/15
4	SSS LLC & Emerge Energy Services LP (“ <u>EMES LP</u> ”)	CAI Rail Inc.	Steuart Tower 1 Market Plaza, Suite 900 San Francisco, CA 94105 Fax: 415-788-3430 amcdonald@capps.com	Railcar Lease Agreement	Master Car Master Lease Agreement Net Lease Schedule SUPR-700	5/16/16

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
5	SSS LLC	Capital Aggregates Inc.	2330 N Loop 1604 W San Antonio, TX 78248 Phone: 210-871-6100	Purchase Agreement	Credit Agreement (Sand Supply)	9/15/17
6	SSS LLC	Chicago Freight Car Leasing Co.	425 N. Martingale Road, 6th Floor Shaumburg, Il 60173 Phone: 847-318-8000 Fax: 847-318-8045 Matthew.Branch@crdx.com	Railcar Lease Agreement	Amendment to Lease Rider 1204-13-01 Dated October 9, 2014	12/1/16
7	SSS LLC	City of Independence	23688 Adams Street Independence, WI 54747 US Phone: (715) 985-3055	Pre-Annexation Agreement	Pre-Annexation Agreement	7/7/14
8	SSS LLC	Edward Grulkowski Living Trust	Edward J. Grulkowski Living Trust W 23046 Grulkowski Lane Arcadia, WI 54612 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/31/14
9	SSS LLC	Evergreen Transloading Terminal Ltd	Evergreen Transloading Terminal Ltd. Lot 29, 712051 RR54 County of Grande Prairie No. 1 AB T8X 4A7 Attn: Ryan Peterson Fax: 780-539-4769 ryan@baillys.ca	Terminal, Transloading and Storage Agreement	Terminal Contract	The effective date of this Agreement (the "Effective Date") shall be thirty (30) days following the later to occur of:

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
						<p>(i) The Operator's receipt of written approval from Canadian National Railway Company to commence operations; and</p> <p>(ii) The erection of storage silos and written confirmation from the Operator that the Facility is ready to commence operations;</p>
10	SSS LLC	Evergreen Transloading Terminal Ltd	Evergreen Transloading Terminal Ltd. Lot 29, 712051 RR54 County of Grande Prairie No. 1, AB T8X 4A7 Attn: Ryan Peterson Fax: 780-539-4769 ryan@baillys.ca	Terminal, Transloading and Storage Agreement	Amending Agreement	3/7/14

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
11	SSS LLC	Evergreen Transloading Terminal Ltd	Evergreen Transloading Terminal Ltd. Lot 29, 712051 RR54 County of Grande Prairie No. 1, AB T8X 4A7 Attn: Ryan Peterson Fax: 780-539-4769 ryan@baillys.ca	Terminal, Transloading and Storage Agreement	Amending Agreement	9/24/13
12	SSS LLC	Evergreen Transloading Terminal Ltd	Evergreen Transloading Terminal Ltd. Lot 29, 712051 RR54 County of Grande Prairie No. 1, AB T8X 4A7 Attn: Ryan Peterson Fax: 780-539-4769 ryan@baillys.ca	Terminal, Transloading and Storage Agreement	Amending Agreement	3/7/14
13	SSS LLC	Allen Filla	Allen J. Filla N32440 Bisek Road Independence, WI 54747 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Pooled Royalty Lease Agreement	11/3/14
14	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	Wet Sand Services Agreement	4/7/11
15	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	First Amendment to Wet Sand Services Agreement	8/1/11

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
16	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	Second Amendment to Wet Sand Services Agreement	1/1/15
17	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	Third Amendment to Wet Sand Services Agreement	12/1/15
18	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	Fourth Amendment to Wet Sand Services Agreement	4/19/17
19	SSS LLC	Greenbrier Leasing Company, LLC	One Centerpointe Drive, Suite 200 Lake Oswego, Oregon, 97035 Attn: Equipment Accounting Fax: 503-968-4375 AR.Inquiries@gbrx.com	Railcar Lease Agreement	Lease Amendment Agreement Lease Schedules No. 4 and 8	10/31/16
20	SSS LLC	Greenbrier Leasing Company, LLC	One Centerpointe Drive, Suite 200 Lake Oswego, Oregon, 97035 Attn: Equipment Accounting Fax: 503-968-4375 AR.Inquiries@gbrx.com	Railcar Lease Agreement	Lease Amendment Agreement	10/31/16
21	SSS LLC	Iowa Northern Railway Company	305 Second Street SE, Suite 400 Cedar Rapids, Iowa 52401	Terminal, Transloading and Storage Agreement	Car Storage Agreement	2/12/15

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
22	SSS LLC	Iowa Northern Railway Company	305 Second Street SE, Suite 400 Cedar Rapids, Iowa 52401	Terminal, Transloading and Storage Agreement	First Amendment	10/20/17
23	SSS LLC	Keokuk Junction Railway Co.	1318 Johanson Road Peoria, Illinois 61607 Attn: Shane Cullen	Terminal, Transloading and Storage Agreement	Railcar Storage Agreement	12/3/18
24	SSS LLC	Dennis and Rosemary Korpak	Dennis J. Korpak and Rosemary I. Korpak N31860 Churchill Road Arcadia, WI 54612 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/30/14
25	SSS LLC	Gregory Korpak	Gregory Korpak W 23624 Grulkowski Lane Arcadia, WI 54612 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/30/14

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
26	SSS LLC	Minnesota Commercial Railway Company	14047 W Petronella Drive # 201 Libertyville, IL 60048	Terminal, Transloading and Storage Agreement	Track Lease Agreement	1/19/15
27	SSS LLC	Modern Materials d/b/a Arrow Material Services	Arrow Material Services 2605 Nicholson Road Sewickley, PA 15143 Attn: Tim Chutz Fax: 412-489-4779 gbuffington@arrowmaterialservices.com	Terminal, Transloading and Storage Agreement	Transload Facility Management, Warehousing and Transportation Agreement	1/1/15
28	SSS LLC	OmniTrax Logistics Services, LLC	OmniTRAX Logistics Services, LLC 252 Clayton Street, 4th Floor Denver, Co 80206 Attn: General Counsel Phone: 303-398-5400 Fax: 303-398-4540 info@omnitrax.com	Terminal, Transloading and Storage Agreement	Transload and Storage Services Agreement	12/29/17
29	SSS LLC	Pientok Family	35253 Co. Road Q, Independence, WI 54747	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	7/31/14
30	SSS LLC	Prokop Family	W23737 Creek Road PO Box 341 Independence, WI 54747	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	10/21/14
31	SSS LLC	Andrew and Carol Puchalla	Andrew J. Puchalla and Carol Puchalla N33049 State Road 93 Independence, WI 54747 With a copy to: River Ridge Sands, LLC	Royalty Agreement	Lease and Royalty Agreement	10/31/14

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
			N32706 River Valley Road Arcadia, WI 54612			
32	SSS LLC	Rail Logix Alamo Junction, LLC	Rail Logix Alamo Junction, LLC C/O Randy Bennett 3330 S. Sam Houston PKWY E. Houston, TX 77047 Telephone: 713-962-3200 Phone: 713-943-0750 Fax: 713-943-8483 rbennett@rail-logix.com	Terminal, Transloading and Storage Agreement	Rail Yard Services Agreement	6/1/14
33	SSS LLC	Rail Logix Alamo Junction, LLC	Rail Logix Alamo Junction, LLC C/O Randy Bennett 3330 S. Sam Houston PKWY. E. Houston, TX 77047 Telephone: 713-962-3200 Phone: 713-943-0750 Fax: 713-943-8483 rbennett@rail-logix.com	Terminal, Transloading and Storage Agreement	First Amendment to Rail Yard Services Agreement	1/1/15
34	SSS LLC	Schank Family Farms, LLC	N30673 Stak Road 93 Independence, WI 54612	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	8/1/14
35	SSS LLC	Randall J. Slaby	Randall J. Slaby P.O. Box 233 Independence, WI 54747 With a copy to: Godfrey & Kahn, S.C. P.O. Box 2719 Madison, WI 53701-2719 Attn: Richard A. Latta Fax: 608-257-0609	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	7/31/14

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
36	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Master Railcar Lease Agreement	5/30/14
37	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	SMBC Railcar Lease Rider 1	5/30/14
38	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Amendment No. 1 to Rider No. 1	1/1/17
39	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Amendment No. 2 to Rider No. 1	1/1/16
40	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	SMBC Railcar Lease Rider 2	5/30/14
41	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Amendment No. 1 to Rider No. 2	1/1/17
42	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	SMBC Railcar Lease Rider 3	5/30/14
43	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Amendment No. 1 to Rider No. 3	1/1/17

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
44	SSS LLC	Robert Smith and Kristin Little-Smith	Robert J. Smith and Kristin J. Little-Smith N32623 Bisek Road Independence, WI 54747 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/31/14
45	SSS LLC	Smith Family	N32623 Bisek Road Independence, WI 54747	Royalty Agreement	Lease and Royalty Agreement	10/31/14
46	SSS LLC	The Andersons, Inc	1947 Briarfield Blvd Maumee, Ohio 43537 Phone: 419-897-3645 Fax: 419-891-2749 rebecca_noll@andersoninc.com	Railcar Lease Agreement	Railcar Lease	12/31/14
47	SSS LLC	The Andersons, Inc	1947 Briarfield Blvd Maumee, Ohio 43537 Phone: 419-897-3645 Fax: 419-891-2749 rebecca_noll@andersoninc.com	Railcar Lease Agreement	Railcar Lease	2/18/15
48	SSS LLC	TIAA Commercial Finance, Inc. f/k/a Everbank Commercial Finance, Inc.	10 Waterview Blvd., 2nd Floor Parsippany, NJ 07054	Railcar Lease Agreement	Lease Amendment Agreement Lease Schedule No. 6	4/15/14
49	SSS LLC	TIAA Commercial Finance, Inc. f/k/a	10 Waterview Blvd., 2nd Floor Parsippany, NJ 07054	Railcar Lease Agreement	Lease Amendment Agreement Lease Schedule No. 6	11/23/16

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
		Everbank Commercial Finance, Inc.				
50	SSS LLC	Tidewater Logistics Corp	Tidewater Logistics Corp. 706 Aviator Drive Fort Worth, TX 76179 Attn: Scott Spence Phone: 855-718-9564 scott@twlog.com	Terminal, Transloading and Storage Agreement	Transload and Storage Services Agreement	1/11/17
51	SSS LLC	V&S Railway, LLC	1505 South Redwood Road Salt Lake City, UT 84104 Phone: 801-972-8330	Terminal, Transloading and Storage Agreement	Railcar Storage Agreement	11/2/15
52	SSS LLC	Viper Railcar Storage	794 Emerald Oaks Drive Farmington, UT 84025	Terminal, Transloading and Storage Agreement	Railcar Agreement	10/20/15
53	SSS LLC	Viper Railcar Storage	794 Emerald Oaks Drive Farmington, UT 84025	Terminal, Transloading and Storage Agreement	Amendment One	10/23/15
54	SSS LLC	Viper Railcar Storage	794 Emerald Oaks Drive Farmington, UT 84025	Terminal, Transloading and Storage Agreement	Amendment Two	11/1/15

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
55	SSS LLC	Viper Railcar Storage	794 Emerald Oaks Drive Farmington, UT 84025	Terminal, Transloading and Storage Agreement	Amendment Three	5/1/19
56	SSS LLC	James M. Warner	James M. Warner 23684 Washington Street P.O. Box 157 Independence, WI 54747-0157 Fax: 715-985-3193 With a copy to: Godfrey & Kahn, S.C. P.O. Box 2719 Madison, WI 53701-2719 Attn: Richard A. Latta Fax: 608-257-0609	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	7/31/14
57	SSS LLC	Scott Weaver	Scott A. Weaver N31845 Churchill Road Arcadia, WI 54612 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/30/14
58	SSS LLC	Kevin Welein	Kevin Werlein 1455 Cliffview Avenue Onalaska, WI 54650 With a copy to: River Ridge Sands, LLC	Royalty Agreement	Lease and Royalty Agreement	10/30/14

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
			N32706 River Valley Road Arcadia, WI 54612			
59	SSS LLC	Wells Fargo Rail Corporation	9377 W. Higgins Road, Suite 600 Rosemont, IL 60018 Attn: Contract Administration Phone: 847-318-7575 Fax: 847-318-7588 dean.lagrosa@firstunionrail.com	Railcar Lease Agreement	Assignment and Assumption Agreement	5/9/14
60	SSS LLC	Wells Fargo Rail Corporation	9377 W. Higgins Road, Suite 600 Rosemont, IL 60018 Attn: Contract Administration Phone: 847-318-7575 Fax: 847-318-7588 dean.lagrosa@firstunionrail.com	Railcar Lease Agreement	Assignment and Assumption Agreement	6/19/14
61	SSS LLC	Wisconsin Great Northern Railroad	n6639 Dilly Lake Road Trego, WI 54888	Terminal, Transloading and Storage Agreement	Car Storage Agreement	9/10/18
62	EMES LP	Workiva, Inc.	Workiva Legal Team 2900 University Blvd. Ames, Iowa 50010 Phone: 515-817-6109	Subscription Agreement	Subscription Order; Master Terms and Conditions	5/27/18; 5/19/14

EXHIBIT B

Blackline

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

	x	
In re:	:	Chapter 11
	:	
EMERGE ENERGY SERVICES LP, <i>et al.</i> , ¹	:	Case No. 19-
	:	_____
Debtors.	:	(Joint Administration Requested 19-11563
	:	(KBO)
	:	
	:	Jointly Administered
	x	

Re: Docket No. [10](#)

**ORDER AUTHORIZING THE DEBTORS TO (I) REJECT CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES *NUNC PRO TUNC*
TO THE PETITION DATE AND (II) ABANDON ANY REMAINING
PERSONAL PROPERTY IN CONNECTION THEREWITH**

Upon the motion (the “**Motion**”)² of the Debtors for entry of an Order authorizing the Debtors to (i) reject certain executory contracts and unexpired leases, each as set forth on Exhibit 1 attached hereto (collectively, the “**Rejected Contracts and Leases**”), *nunc pro tunc* to the Petition Date, and (ii) abandon any remaining personal property in connection therewith, all as more fully described in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 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; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: EmERGE Energy Services, LP (2937), EmERGE Energy Services GP LLC (4683), EmERGE Energy Services Operating LLC (2511), Superior Silica Sands LLC (9889), and EmERGE Energy Services Finance Corporation (9875). The Debtors’ address is 5600 Clearfork Main Street, Suite 400, Fort Worth, Texas 76109.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their respective estates and creditors; and the Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to reject the Rejected Contracts and Leases, identified on Exhibit 1 attached hereto, including, to the extent applicable, any agreements, amendments, modifications, and subleases related thereto, effective as of the Petition Date.
3. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, the Counterparties are prohibited from setting off or otherwise utilizing any amounts deposited by the Debtors with any of the Counterparties as a security deposit or pursuant to another similar arrangement, or owed to the Debtors by any of the Counterparties under the Rejected Contracts and Leases or other agreements between the same parties, without further order of this Court.
4. The Debtors are authorized to abandon the Abandoned Property, and the Counterparties may ~~-, if they should elect but without any obligation to do so,~~ dispose of the Abandoned Property on and after the Petition Date in their sole and absolute discretion without further notice to or the approval from the Debtors or any third party. Nothing in this Order shall impose upon any Counterparties any obligations that such Counterparties did not have prior to the

entry of this Order, nor shall this Order alone transfer to, or vest in, any Counterparties any interest in the Abandoned Property that such Counterparties did not possess prior to the entry of this Order.

5. Third parties, including but not limited to third parties party to the Terminal, Transloading, and Storage Agreements, shall not impede or interfere in any Third parties, including but not limited to third parties party to the Terminal, Transloading, and Storage Agreements, shall not impede or interfere in any manner with the removal by the Counterparties of their equipment or other property based on any claims, financial or otherwise, against the Debtors whether arising prepetition or postpetition.

6. ~~5.~~ Nothing in this Order shall prejudice the rights of the Counterparties with respect to any claim for damages arising from the rejection of the Rejected Contracts and Leases and with respect to any objection by the Debtors thereto.

7. ~~6.~~ Any claims based on the rejection of the Rejected Contracts and Leases shall be filed in accordance with the bar date for filing proofs of claims, to be established by the Court at a later date.

8. ~~7.~~ Nothing herein shall prejudice the rights of the Debtors to argue (and the Counterparties to raise objection thereto) that any of the Rejected Contracts and Leases were terminated prior to the Petition Date or that any claim for damages arising from the rejection of the Rejected Contracts and Leases is limited to the remedies available under any applicable termination provision of such contract or lease, as applicable, or that any such claim is an obligation of a third party and not that of the Debtors or their ~~estates.~~estates. Nothing contained in the Motion or this Order is

9. or should be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors'

rights to dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; or (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

10. ~~Nothing in this Order shall prejudice the rights of the Counterparties with respect to any claim, including an administrative claim, whether for damages arising from the rejection of the Rejected Contracts and Leases or otherwise and with respect to any objection by the Debtors thereto.~~

11. ~~9.~~Adequate notice of, and an opportunity for a hearing on, the Motion has been provided, and such notice satisfies the requirements of Bankruptcy Rule 6004(a).

12. ~~10.~~Notwithstanding any applicability of Bankruptcy Rules 6004(h), 7062, or 9014, the terms and conditions of this Order are immediately effective and enforceable upon its entry. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

13. ~~11.~~The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

14. ~~12.~~This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2019
_____ Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

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Exhibit 1

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
1	Superior Silica Sands LLC (“ <u>SSS LLC</u> ”)	16 Sand, LLC	922 Isom Road San Antonio, TX 78216 Attn: Anthony S. Ridout 210-518-5082 Tridout@ridoutBarrett.com	Purchase Agreement	Sand Supply and Financing Agreement	3/21/18
2	SSS LLC	Kristine Benusa	Kristine Benusa W 23495 Grulkowski Lane Arcadia, WI 54612 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/30/14
3	SSS LLC	BMT Consulting Group LLC	36 Redwood Drive Butte, MT 59701 Attn: Paul McCarthy Phone: 406-490-2598 paul@bmt.us	Terminal, Transloading and Storage Agreement	Railcar Storage Agreement	2/1/15
4	SSS LLC & Emerge Energy Services LP (“ <u>EMES LP</u> ”)	CAI Rail Inc.	Steuart Tower 1 Market Plaza, Suite 900 San Francisco, CA 94105 Fax: 415-788-3430 amcdonald@capps.com	Railcar Lease Agreement	Master Car Master Lease Agreement Net Lease Schedule SUPR-700	5/16/16

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
5	SSS LLC	Capital Aggregates Inc.	2330 N Loop 1604 W San Antonio, TX 78248 Phone: 210-871-6100	Purchase Agreement	Credit Agreement (Sand Supply)	9/15/17
6	SSS LLC	Chicago Freight Car Leasing Co.	425 N. Martingale Road, 6th Floor Shaumburg, Il 60173 Phone: 847-318-8000 Fax: 847-318-8045 Matthew.Branch@crdx.com	Railcar Lease Agreement	Amendment to Lease Rider 1204-13-01 Dated October 9, 2014	12/1/16
7	SSS LLC	City of Independence	23688 Adams Street Independence, WI 54747 US Phone: (715) 985-3055	Pre-Annexation Agreement	Pre-Annexation Agreement	7/7/14
8	SSS LLC	Edward Grulkowski Living Trust	Edward J. Grulkowski Living Trust W 23046 Grulkowski Lane Arcadia, WI 54612 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/31/14
9	SSS LLC	Evergreen Transloading Terminal Ltd	Evergreen Transloading Terminal Ltd. Lot 29, 712051 RR54 County of Grande Prairie No. 1 AB T8X 4A7 Attn: Ryan Peterson Fax: 780-539-4769 ryan@baillys.ca	Terminal, Transloading and Storage Agreement	Terminal Contract	The effective date of this Agreement (the "Effective Date") shall be thirty (30) days following the later to occur of:

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No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
						(i) The Operator's receipt of written approval from Canadian National Railway Company to commence operations; and (ii) The erection of storage silos and written confirmation from the Operator that the Facility is ready to commence operations;
10	SSS LLC	Evergreen Transloading Terminal Ltd	Evergreen Transloading Terminal Ltd. Lot 29, 712051 RR54 County of Grande Prairie No. 1, AB T8X 4A7 Attn: Ryan Peterson Fax: 780-539-4769 ryan@baillys.ca	Terminal, Transloading and Storage Agreement	Amending Agreement	3/7/14

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No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
11	SSS LLC	Evergreen Transloading Terminal Ltd	Evergreen Transloading Terminal Ltd. Lot 29, 712051 RR54 County of Grande Prairie No. 1, AB T8X 4A7 Attn: Ryan Peterson Fax: 780-539-4769 ryan@baillys.ca	Terminal, Transloading and Storage Agreement	Amending Agreement	9/24/13
12	SSS LLC	Evergreen Transloading Terminal Ltd	Evergreen Transloading Terminal Ltd. Lot 29, 712051 RR54 County of Grande Prairie No. 1, AB T8X 4A7 Attn: Ryan Peterson Fax: 780-539-4769 ryan@baillys.ca	Terminal, Transloading and Storage Agreement	Amending Agreement	3/7/14
13	SSS LLC	Allen Filla	Allen J. Filla N32440 Bisek Road Independence, WI 54747 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Pooled Royalty Lease Agreement	11/3/14
14	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	Wet Sand Services Agreement	4/7/11
15	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	First Amendment to Wet Sand Services Agreement	8/1/11

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No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
16	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	Second Amendment to Wet Sand Services Agreement	1/1/15
17	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	Third Amendment to Wet Sand Services Agreement	12/1/15
18	SSS LLC	Fred Weber, Inc.	2320 Creve Coeur Mill Road Maryland Heights, MO 63043 Phone: 314-344-0070 Fax: 314-344-0970 matbilling@fredweberinc.com	Mining and Processing Agreement	Fourth Amendment to Wet Sand Services Agreement	4/19/17
19	SSS LLC	Greenbrier Leasing Company, LLC	One Centerpointe Drive, Suite 200 Lake Oswego, Oregon, 97035 Attn: Equipment Accounting Fax: 503-968-4375 AR.Inquiries@gbrx.com	Railcar Lease Agreement	Lease Amendment Agreement Lease Schedules No. 4 and 8	10/31/16
20	SSS LLC	Greenbrier Leasing Company, LLC	One Centerpointe Drive, Suite 200 Lake Oswego, Oregon, 97035 Attn: Equipment Accounting Fax: 503-968-4375 AR.Inquiries@gbrx.com	Railcar Lease Agreement	Lease Amendment Agreement	10/31/16
21	SSS LLC	Iowa Northern Railway Company	305 Second Street SE, Suite 400 Cedar Rapids, Iowa 52401	Terminal, Transloading and Storage Agreement	Car Storage Agreement	2/12/15

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
22	SSS LLC	Iowa Northern Railway Company	305 Second Street SE, Suite 400 Cedar Rapids, Iowa 52401	Terminal, Transloading and Storage Agreement	First Amendment	10/20/17
23	SSS LLC	Keokuk Junction Railway Co.	1318 Johanson Road Peoria, Illinois 61607 Attn: Shane Cullen	Terminal, Transloading and Storage Agreement	Railcar Storage Agreement	12/3/18
24	SSS LLC	Dennis and Rosemary Korpak	Dennis J. Korpak and Rosemary I. Korpak N31860 Churchill Road Arcadia, WI 54612 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/30/14
25	SSS LLC	Gregory Korpak	Gregory Korpak W 23624 Grulkowski Lane Arcadia, WI 54612 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/30/14

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No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
26	SSS LLC	Minnesota Commercial Railway Company	14047 W Petronella Drive # 201 Libertyville, IL 60048	Terminal, Transloading and Storage Agreement	Track Lease Agreement	1/19/15
27	SSS LLC	Modern Materials d/b/a Arrow Material Services	Arrow Material Services 2605 Nicholson Road Sewickley, PA 15143 Attn: Tim Chutz Fax: 412-489-4779 gbuffington@arrowmaterialservices.com	Terminal, Transloading and Storage Agreement	Transload Facility Management, Warehousing and Transportation Agreement	1/1/15
28	SSS LLC	OmniTrax Logistics Services, LLC	OmniTRAX Logistics Services, LLC 252 Clayton Street, 4th Floor Denver, Co 80206 Attn: General Counsel Phone: 303-398-5400 Fax: 303-398-4540 info@omnitrax.com	Terminal, Transloading and Storage Agreement	Transload and Storage Services Agreement	12/29/17
29	SSS LLC	Pientok Family	35253 Co. Road Q, Independence, WI 54747	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	7/31/14
30	SSS LLC	Prokop Family	W23737 Creek Road PO Box 341 Independence, WI 54747	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	10/21/14
31	SSS LLC	Andrew and Carol Puchalla	Andrew J. Puchalla and Carol Puchalla N33049 State Road 93 Independence, WI 54747 With a copy to: River Ridge Sands, LLC	Royalty Agreement	Lease and Royalty Agreement	10/31/14

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No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
			N32706 River Valley Road Arcadia, WI 54612			
32	SSS LLC	Rail Logix Alamo Junction, LLC	Rail Logix Alamo Junction, LLC C/O Randy Bennett 3330 S. Sam Houston PKWY E. Houston, TX 77047 Telephone: 713-962-3200 Phone: 713-943-0750 Fax: 713-943-8483 rbennett@rail-logix.com	Terminal, Transloading and Storage Agreement	Rail Yard Services Agreement	6/1/14
33	SSS LLC	Rail Logix Alamo Junction, LLC	Rail Logix Alamo Junction, LLC C/O Randy Bennett 3330 S. Sam Houston PKWY. E. Houston, TX 77047 Telephone: 713-962-3200 Phone: 713-943-0750 Fax: 713-943-8483 rbennett@rail-logix.com	Terminal, Transloading and Storage Agreement	First Amendment to Rail Yard Services Agreement	1/1/15
34	SSS LLC	Schank Family Farms, LLC	N30673 Stak Road 93 Independence, WI 54612	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	8/1/14
35	SSS LLC	Randall J. Slaby	Randall J. Slaby P.O. Box 233 Independence, WI 54747 With a copy to: Godfrey & Kahn, S.C. P.O. Box 2719 Madison, WI 53701-2719 Attn: Richard A. Latta	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	7/31/14

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
			Fax: 608-257-0609			
36	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Master Railcar Lease Agreement	5/30/14
37	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	SMBC Railcar Lease Rider 1	5/30/14
38	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Amendment No. 1 to Rider No. 1	1/1/17
39	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Amendment No. 2 to Rider No. 1	1/1/16
40	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	SMBC Railcar Lease Rider 2	5/30/14
41	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Amendment No. 1 to Rider No. 2	1/1/17

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No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
42	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	SMBC Railcar Lease Rider 3	5/30/14
43	SSS LLC	SMBC Rail Services LLC	300 S. Riverside Plaza, Suite 1925 Chicago, Illinois 60606 Fax: 312-559-4829 billing@smbcrail.com	Railcar Lease Agreement	Amendment No. 1 to Rider No. 3	1/1/17
44	SSS LLC	Robert Smith and Kristin Little-Smith	Robert J. Smith and Kristin J. Little-Smith N32623 Bisek Road Independence, WI 54747 With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612	Royalty Agreement	Lease and Royalty Agreement	10/31/14
45	SSS LLC	Smith Family	N32623 Bisek Road Independence, WI 54747	Royalty Agreement	Lease and Royalty Agreement	10/31/14
46	SSS LLC	The Andersons, Inc	1947 Briarfield Blvd Maumee, Ohio 43537 Phone: 419-897-3645 Fax: 419-891-2749 rebecca_noll@andersoninc.com	Railcar Lease Agreement	Railcar Lease	12/31/14
47	SSS LLC	The Andersons, Inc	1947 Briarfield Blvd Maumee, Ohio 43537 Phone: 419-897-3645 Fax: 419-891-2749 rebecca_noll@andersoninc.com	Railcar Lease Agreement	Railcar Lease	2/18/15
48	SSS LLC	TIAA Commercial Finance, Inc.	10 Waterview Blvd., 2nd Floor Parsippany, NJ 07054	Railcar Lease Agreement	Lease Amendment Agreement Lease Schedule No. 6	4/15/14

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No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
		f/k/a Everbank Commercial Finance, Inc.				
49	SSS LLC	TIAA Commercial Finance, Inc. f/k/a Everbank Commercial Finance, Inc.	10 Waterview Blvd., 2nd Floor Parsippany, NJ 07054	Railcar Lease Agreement	Lease Amendment Agreement Lease Schedule No. 6	11/23/16
50	SSS LLC	Tidewater Logistics Corp	Tidewater Logistics Corp. 706 Aviator Drive Fort Worth, TX 76179 Attn: Scott Spence Phone: 855-718-9564 scott@twlog.com	Terminal, Transloading and Storage Agreement	Transload and Storage Services Agreement	1/11/17
51	SSS LLC	V&S Railway, LLC	1505 South Redwood Road Salt Lake City, UT 84104 Phone: 801-972-8330	Terminal, Transloading and Storage Agreement	Railcar Storage Agreement	11/2/15
52	SSS LLC	Viper Railcar Storage	794 Emerald Oaks Drive Farmington, UT 84025	Terminal, Transloading and Storage Agreement	Railcar Agreement	10/20/15

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No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
53	SSS LLC	Viper Railcar Storage	794 Emerald Oaks Drive Farmington, UT 84025	Terminal, Transloading and Storage Agreement	Amendment One	10/23/15
54	SSS LLC	Viper Railcar Storage	794 Emerald Oaks Drive Farmington, UT 84025	Terminal, Transloading and Storage Agreement	Amendment Two	11/1/15
55	SSS LLC	Viper Railcar Storage	794 Emerald Oaks Drive Farmington, UT 84025	Terminal, Transloading and Storage Agreement	Amendment Three	5/1/19
56	SSS LLC	James M. Warner	James M. Warner 23684 Washington Street P.O. Box 157 Independence, WI 54747-0157 Fax: 715-985-3193 With a copy to: Godfrey & Kahn, S.C. P.O. Box 2719 Madison, WI 53701-2719 Attn: Richard A. Latta Fax: 608-257-0609	Landowner Annexation Easement Agreement	Landowner Annexation Easement Agreement	7/31/14

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
57	SSS LLC	Scott Weaver	<p>Scott A. Weaver N31845 Churchill Road Arcadia, WI 54612</p> <p>With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612</p>	Royalty Agreement	Lease and Royalty Agreement	10/30/14
58	SSS LLC	Kevin Welein	<p>Kevin Werlein 1455 Cliffview Avenue Onalaska, WI 54650</p> <p>With a copy to: River Ridge Sands, LLC N32706 River Valley Road Arcadia, WI 54612</p>	Royalty Agreement	Lease and Royalty Agreement	10/30/14
59	SSS LLC	Wells Fargo Rail Corporation	<p>9377 W. Higgins Road, Suite 600 Rosemont, IL 60018 Attn: Contract Administration Phone: 847-318-7575 Fax: 847-318-7588 dean.lagrosa@firstunionrail.com</p>	Railcar Lease Agreement	Assignment and Assumption Agreement	5/9/14
60	SSS LLC	Wells Fargo Rail Corporation	<p>9377 W. Higgins Road, Suite 600 Rosemont, IL 60018 Attn: Contract Administration Phone: 847-318-7575 Fax: 847-318-7588 dean.lagrosa@firstunionrail.com</p>	Railcar Lease Agreement	Assignment and Assumption Agreement	6/19/14

No.	Debtor	Creditor	Creditor Address	Contract Type	Description/Title	Contract Date
61	SSS LLC	Wisconsin Great Northern Railroad	n6639 Dilly Lake Road Trego, WI 54888	Terminal, Transloading and Storage Agreement	Car Storage Agreement	9/10/18
62	EMES LP	Workiva, Inc.	Workiva Legal Team 2900 University Blvd. Ames, Iowa 50010 Phone: 515-817-6109	Subscription Agreement	Subscription Order; Master Terms and Conditions	5/27/18; 5/19/14

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