

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11  
 :  
 EMERGE ENERGY SERVICES LP, *et al.*, : Case No. 19-11563 (KBO)  
 :  
 Debtors.<sup>1</sup> : (Jointly Administered)  
 :  
 : Hearing Date: September 5, 2019 at 10:00 a.m. (ET)  
 : Objection Deadline: August 29, 2019 at 4:00 p.m. (ET)  
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**MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE DISCLOSURE STATEMENT, (II) ESTABLISHING THE VOTING RECORD DATE, VOTING DEADLINE AND OTHER DATES, (III) APPROVING PROCEDURES FOR SOLICITING, RECEIVING AND TABULATING VOTES ON THE PLAN AND FOR FILING OBJECTIONS TO THE PLAN, (IV) APPROVING THE MANNER AND FORMS OF NOTICE AND OTHER RELATED DOCUMENTS, AND (V) GRANTING RELATED RELIEF**

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) hereby file this motion (the “**Motion**”) for entry of an order, in substantially the form attached hereto as Exhibit A (the “**Disclosure Statement Order**”), pursuant to Sections 105(a), 1125, and 1126 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2002, 3003, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), (i) approving the Disclosure Statement (as defined herein), (ii) establishing the voting record date, voting deadline and other related dates, (iii) approving procedures for soliciting, receiving and tabulating votes on the Plan (as defined herein) and for filing objections to the Plan, (iv) approving the manner and forms of notice and other related documents, and (v) granting

<sup>1</sup> 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.



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other relief relating thereto as set forth herein. In support of this Motion, the Debtors, by and through their undersigned counsel, respectfully state as follows:

### **BACKGROUND**

1. On July 15, 2019 (the “**Petition Date**”), the Debtors filed voluntary petitions for relief under the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (“**Chapter 11 Cases**”). The Debtors are operating their businesses and managing their property as debtors in possession pursuant to Bankruptcy Code Sections 1107(a) and 1108. On July 31, 2019 the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors (the “**Committee**”).

2. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. Venue of this case in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

3. The statutory predicates for the relief sought herein are Bankruptcy Code Sections 105, 1125, and 1126 and Bankruptcy Rules 2002, 3003, 3017, 3018, and 3020.

4. On July 25, 2019, the Debtors filed with this Court their *Joint Plan of Reorganization for Emerge Energy Services LP and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Plan**”)<sup>2</sup> and the *Disclosure Statement with Respect to Joint Plan of Reorganization for Emerge Services LP and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as it may be amended, modified or supplemented from time to time, the “**Disclosure Statement**”).

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<sup>2</sup> Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the Plan.

5. In accordance with Bankruptcy Code Sections 1122 and 1123, the Plan contemplates classifying Holders of Claims and Equity Interests into various Classes for all purposes, including with respect to voting on the Plan, as follows:

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**SUMMARY OF STATUS AND VOTING RIGHTS**

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<b>Class</b>	<b>Claim/Equity Interest</b>	<b>Status</b>	<b>Voting Rights</b>
1	Other Priority Claims	Unimpaired	Deemed to Accept
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Secured Tax Claims	Unimpaired	Deemed to Accept
4	Prepetition Credit Agreement Claims	Unimpaired	Deemed to Accept
5	Prepetition Notes Claims	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Intercompany Claims	Unimpaired	Deemed to Accept
8	Old Emerge GP Equity Interests	Impaired	Deemed to Reject
9	Old Emerge LP Equity Interests	Impaired	Deemed to Reject
10	Old Affiliate Equity Interests	Unimpaired	Deemed to Accept

6. Based on the foregoing, and as discussed in greater detail below, (i) the Debtors are proposing to solicit votes to accept or reject the Plan only from Holders of Claims in Classes 5 and 6 (collectively, the “**Voting Classes**”), and (ii) the Debtors are not proposing to solicit votes from Holders of Claims in Classes 1, 2, 3, 4 and 7, or Holders of Equity Interests in Classes 8, 9, and 10 (collectively, the “**Non-Voting Classes**”).

**RELIEF REQUESTED**

7. In this Motion the Debtors request that the Court enter the Disclosure Statement Order which, among other things, (i) approves the Disclosure Statement, (ii) establishes the voting record date, voting deadline and other related dates, (iii) approves procedures for

soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan, (iv) approves the manner and forms of notice and other related documents, and (v) grants other relief relating thereto as set forth herein. A chart listing certain dates and deadlines requested under the Disclosure Statement Order is provided below.

Chart of Proposed Dates and Deadlines<sup>3</sup>

<u>Event</u>	<u>Date/Deadline</u>
Voting Record Date	September 9, 2019
Solicitation Mailing Date	September 13, 2019
Deadline to Publish Notice of Confirmation Hearing	September 20, 2019
Rule 3018(a) Motion Deadline	September 27, 2019 4:00 p.m. (prevailing Eastern Time)
Exhibit Filing Date (Deadline to File Plan Supplement)	October 4, 2019
Objection Deadline for Confirmation Hearing	October 11, 2019 4:00 p.m. (prevailing Eastern Time)
Voting Deadline	October 17, 2019 5:00 p.m. (prevailing Eastern Time)
Confirmation Hearing	October 24, 2019 (subject to the Court's availability)

**A. Approvals Relating to Disclosure Statement**

**i. Approval of Notice of Disclosure Statement Hearing**

8. Bankruptcy Rule 3017(a) provides, in pertinent part:

After a disclosure statement is filed in accordance with Rule 3016(b), the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest as provided in Rule 2002 to consider the disclosure statement and any objections or modifications thereto. The plan and the disclosure statement shall be mailed with the notice of the hearing only to the debtor, any trustee or

<sup>3</sup> To the extent of any conflict between the dates in this chart and those in the Disclosure Statement Order, the dates in the Disclosure Statement Order shall control.

committee appointed under the Code, the Securities and Exchange Commission, and any party in interest who requests in writing a copy of the statement or plan.

Fed. R. Bankr. P. 3017(a).

9. In accordance with Bankruptcy Rule 3017(a), the Debtors have obtained from the Court a date and time for the hearing on the Disclosure Statement which will be held at **10:00 a.m. (prevailing Eastern Time) on September 5, 2019** (the “**Disclosure Statement Hearing**”).

10. Bankruptcy Rules 2002(b) and 2002(d) require notice by mail to all of a debtor’s creditors and shareholders informing them of the time set for filing objections to, and the hearing to consider the approval of, a disclosure statement. Pursuant to Bankruptcy Rules 2002(b) and 2002(d), on or about July 25, 2019, the Debtors filed and mailed a copy of the *Notice of Disclosure Statement Hearing* [Docket No. 100], attached to the Disclosure Statement Order as Exhibit 1 (the “**Disclosure Statement Notice**”), by first class mail to (i) all known Holders of claims against the Debtors, (ii) all known equity security Holders of the Debtors, and (iii) the parties listed in paragraph 11 and 12 below.

11. The Debtors also served a copy of this Motion, the Disclosure Statement Notice, the Disclosure Statement, and the Plan (attached as Exhibit A to the Disclosure Statement) on the following parties: (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the creditors listed on the Debtors’ consolidated list of thirty creditors holding the largest unsecured claims; (v) counsel to the DIP Agent and the Prepetition Agents; (vi) counsel to the Committee; and (vii) all parties entitled to notice pursuant to Bankruptcy Rule 2002. Moreover, copies of such documents are available in accordance with paragraph 52 below.

12. The Disclosure Statement Notice provides that objections or responses to the Disclosure Statement, if any, must: (i) be made in writing; (ii) conform to the Bankruptcy Rules

and the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware; (iii) state with particularity the legal and factual basis for the objection; and (iv) be filed with the Bankruptcy Court (contemporaneously with a proof of service), by no later than 4:00 p.m. (prevailing Eastern Time) on **August 29, 2019** (the “**Disclosure Statement Objection Deadline**”) and be served on each of the following parties (the “**Notice Parties**”):

- (i) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: Keith A. Simon, Esq., Hugh K. Murtagh, Esq., and Liza L. Burton, Esq. (emails: keith.simon@lw.com, hugh.murtagh@lw.com, and liza.burton@lw.com)), and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq. and Paul N. Heath, Esq. (emails: knight@rlf.com and heath@rlf.com));
- (ii) Counsel to the DIP Agent and the Prepetition Agents, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Matt S. Barr, Esq., David Griffiths, Esq., and Candace M. Arthur, Esq. (emails: matt.barr@weil.com, david.griffiths@weil.com, and candace.arthur@weil.com)), and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, Wilmington, Delaware 19801 (Attn: Laura Davis Jones, Esq. (email: ljones@pszjlaw.com));
- (iii) Counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Todd C. Meyers, Esq., David M. Posner, Esq., and Kelly Moynihan, Esq. (emails: tmeyers@kilpatricktownsend.com, dposner@kilpatricktownsend.com, and kmoynihan@kilpatricktownsend.com)), Kilpatrick Townsend & Stockton LLP, 700 Louisiana Street, Suite 4300, Houston, Texas 77002 (Attn: Lenard M. Parkins, Esq. (email: lparkins@kilpatricktownsend.com)), and Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington, Delaware 19899 (Attn: Jeremy W. Ryan, Esq., Christopher M. Samis, Esq., and D. Ryan Slauch, Esq. (emails: jryan@potteranderson.com, csamis@potteranderson.com, and rslaugh@potteranderson.com)); and

- (iv) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Juliet M. Sarkessian, Esq. (email: Juliet.M.Sarkessian@usdoj.gov)).

13. Requiring that objections to the Disclosure Statement be filed by the Disclosure Statement Objection Deadline will afford the Court and the Debtors sufficient time to consider objections before the Disclosure Statement Hearing. The Debtors submit that the foregoing notice and objection procedures provide adequate notice of the Disclosure Statement Hearing and, accordingly, request that the Court deem such notice as having been adequate pursuant to Bankruptcy Rule 3017.

**ii. Approval of Disclosure Statement as Containing “Adequate Information”**

14. Bankruptcy Code Section 1125(b) prohibits postpetition solicitation of a chapter 11 plan unless the plan (or summary thereof) and “a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information” are transmitted to those persons whose votes are being solicited. The Debtors desire to commence solicitation of acceptances of the Plan and, accordingly, request that the Court approve the Disclosure Statement as providing adequate information within the meaning of Bankruptcy Code Section 1125(a)(1), which defines “adequate information” as

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan.

11 U.S.C. § 1125(a)(1). The Debtors submit that the Disclosure Statement contains adequate information within the meaning of Bankruptcy Code Section 1125.

15. The primary purpose of a disclosure statement is to provide all material information that creditors and interest holders affected by a proposed plan need to make an informed decision whether to vote for the plan. *See, e.g., Century Glove, Inc. v. First Am. Bank of New York*, 860 F.2d 94, 100 (3rd Cir. 1988) (“§ 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote”); *In re Monnier Bros.*, 755 F.2d 1336, 1341 (8th Cir. 1985); *In re Phoenix Petroleum, Co.*, 278 B.R. 385, 392 (Bankr. E.D. Pa. 2001); *In re Unichem Corp.*, 72 B.R. 95, 97 (Bankr. N.D. Ill. 1987). Congress intended that such informed judgments would be needed both to negotiate the terms of and to vote on a plan of reorganization. *Century Glove*, 860 F.2d at 100.

16. In evaluating whether a disclosure statement provides “adequate information,” courts adhere to Bankruptcy Code Section 1125’s instruction that making this determination is a flexible exercise based on the facts and circumstances of each case. 11 U.S.C. § 1125(a)(1) (“‘adequate information’ means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records”); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.3d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case”); *First Am. Bank of New York v. Century Glove, Inc.*, 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for a particular debtor will be determined based on how much information is available from outside sources); *S. Rep. No. 95- 989*, at 121 (1978), reprinted in 1978 U.S.C.C.A.N. 5787, 5907 (“the information required will necessarily be governed by the circumstances of the case”).

17. Courts, including those within the Third Circuit, acknowledge that determining what constitutes “adequate information” for the purpose of satisfying Bankruptcy Code Section

1125 resides within the broad discretion of the court. *See, e.g., Texas Extrusion Corp. v. Lockheed Corp. (In re Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (“The determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court”); *In re PC Liquidation Corp.*, 383 B.R. 856, 865 (E.D.N.Y. 2008) (“The standard for disclosure is, thus, flexible and what constitutes ‘adequate disclosure’ in any particular situation is determined on a case-by-case basis, with the determination being largely within the discretion of the bankruptcy court”); *In re River Village Associates*, 181 B.R. 795, 804 (E.D. Pa. 1995) (same); *In re Phoenix Petroleum Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (same); *In re Lisanti Foods, Inc.*, 329 B.R. 491, 507 (Bankr. D. N.J. 2005) (same).

18. The Disclosure Statement is the product of the Debtors’ extensive review and analysis of their businesses, assets and liabilities, the circumstances leading to the Chapter 11 Cases and the Debtors’ stabilization-initiatives and other significant events occurring during the Chapter 11 Cases. In addition, the Disclosure Statement reflects the Debtors’ thorough analysis of the Plan, including the distributions to Holders of Claims and Equity Interests contemplated thereunder, the effect of the Plan on Holders of Claims and Equity Interests and the resultant restructuring of the Debtors’ estates if the Plan is confirmed and consummated. In performing this analysis, the Debtors sought and received the input of their advisors, executives and key management personnel, their major constituents and such constituents’ respective advisors.

19. Specifically, the Disclosure Statement contains the pertinent information necessary for the Holders of Claims entitled to vote on the Plan to make informed decisions

about whether to vote to accept or reject the Plan, including, among other things, the following key sections and information contained therein<sup>4</sup>:

- (i) Executive Summary: statement of the purpose and effect of the Plan, overview of the classes of Claims and Equity Interests and their respective treatment under the Plan, overview of the solicitation and voting procedures and confirmation and consummation of the Plan, including important dates with respect to voting on and objecting to the confirmation of the Plan and a summary of certain effects of confirmation of the Plan;
- (ii) Background to the Chapter 11 Cases: the Debtors' corporate history and capital structure, an overview of their business operations, the Debtors' prepetition indebtedness and certain events leading to the commencement of the Chapter 11 Cases;
- (iii) Events During the Chapter 11 Cases: first day motions and related relief, and other information related to the Debtors' reorganization strategy;
- (iv) Summary of the Plan: the classification and treatment of Claims and Equity Interests under the Plan, acceptance and rejection of the Plan, means for implementation of the Plan, treatment of executory contracts and unexpired leases under the Plan, provisions governing distributions, the procedures for resolving contingent, unliquidated and disputed Claims, conditions precedent to confirmation and consummation of the Plan, settlement, release, injunction and related provisions and the binding nature of the Plan;
- (v) Confirmation and Consummation Procedures: procedures for soliciting votes to accept or reject the Plan, confirmation procedures, statutory requirements for confirmation of the Plan and consummation of the Plan;
- (vi) Plan-Related Risk Factors: certain risk factors that may affect the Plan, the value of any securities to be issued under the Plan and the Debtors' businesses as well as certain risks associated with forward-looking statements and overall disclaimer as to the information provided by and set forth in the Disclosure Statement;

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<sup>4</sup> In addition to the above listed information, the Debtors will promptly file the Exhibits to the Disclosure Statement with the Court, including financial projections, historical financial statements, liquidation analysis, and valuation analysis.

- (vii) Alternatives to Confirmation and Consummation of the Plan: liquidation under chapter 7 of the Bankruptcy Code or the filing of alternative plans of reorganization;
- (viii) Exemptions from Securities Act Registration: description of Plan securities, and issuance of and resale of Plan securities under the Plan;
- (ix) Tax Consequences of the Plan: certain U.S. federal income tax law consequences of the Plan with respect to Holders of Allowed Claims and the Reorganized Debtors; and
- (x) Recommendation: the Debtors' recommendation that Holders of Claims entitled to vote on the Plan vote to accept the Plan.

20. The Debtors respectfully submit that the Disclosure Statement contains more than sufficient information for a hypothetical reasonable investor to make an informed judgment about the Plan and complies with all aspects of Bankruptcy Code Section 1125. *See In re U.S. Brass Corp.*, 194 B.R. 420, 424-25 (Bankr. E.D. Tex. 1996) (listing the factors courts have considered in determining the adequacy of information provided in a disclosure statement); *In re Scioto Valley Mortg. Co.*, 88 B.R. 168, 170-71 (Bankr. S.D. Ohio 1988) (same). To the extent necessary, the Debtors will demonstrate at the Disclosure Statement Hearing that the Disclosure Statement addresses the information set forth above in a manner that provides Holders of Impaired Claims entitled to vote to accept or reject the Plan with adequate information within the meaning of Bankruptcy Code Section 1125. Therefore, the Debtors request that this Court approve the Disclosure Statement as containing "adequate information."

**B. Confirmation Hearing and Objections**

21. Pursuant to Bankruptcy Rule 3020(b)(2), a court shall rule on confirmation of a plan after notice and a hearing. In accordance with Bankruptcy Rule 3020(b)(2), therefore, the Debtors request that this Court enter an order setting October 24, 2019 (or as soon thereafter as possible) as the hearing date to consider confirmation of the Plan.

22. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served “within a time fixed by the court.” Pursuant to this Bankruptcy Rule, the Debtors request this Court to enter the Disclosure Statement Order setting October 11, 2019 at 4:00 P.M. (prevailing Eastern Time) (or as soon thereafter as possible), as the deadline (the “**Confirmation Objection Deadline**”) for filing and serving objections to confirmation of the Plan (“**Confirmation Objections**”).

23. The Debtors request that the Court order that Confirmation Objections, if any, must (i) be in writing, (ii) comply with the Bankruptcy Rules and the Local Rules, (iii) set forth the name of the objector and the nature and amount of any claim or interest asserted by the objector against or in the Debtors, (iv) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court later than the Confirmation Objection Deadline and served on the Notice Parties (as defined above).

**C. Establishment of Voting Record Date and Approving Procedures for Temporary Allowance of Claims that are Subject to an Objection Filed by the Debtors**

**i. Voting Record Date**

24. Bankruptcy Rule 3018(a) provides that the “date the order approving the disclosure statement is entered or on another date fixed by the court, for cause, after notice and a hearing” is the record date for determining the “holders of stocks, bonds, debentures, notes and other securities” entitled to receive ballots and materials necessary for voting on the plan as specified in Bankruptcy Rule 3017(d). Bankruptcy Rule 3018(a) requires the record date to be set based on when the court enters the order approving the Disclosure Statement.

25. In this case, the Debtors’ proposed Record Date is four (4) days after the Disclosure Statement Hearing. Moreover, the Debtors believe that it would be efficient and practical to have the same Voting Record Date for Holders of all Claims entitled to vote. Accordingly, the Debtors request that this Court exercise its authority under Bankruptcy Rule 3017(d) to fix September 9, 2019 as the voting record date with respect to all Claims entitled to vote on the Plan (the “**Voting Record Date**”). The Debtors will use the Voting Record Date for determining which Entities are entitled to, as applicable, receive Solicitation Packages, vote to accept or reject the Plan and receive notice of the Confirmation Hearing.

**ii. Procedures for Temporary Allowance of Certain Claims for Voting**

26. Pursuant to Bankruptcy Code Section 105(a), the Debtors propose that the Court order that any Holder of a Claim in a Voting Class for which an objection has been Filed, whether such objection relates to the entire Claim or a portion thereof, not be entitled to vote on the Plan and not be counted in determining whether the requirements of Bankruptcy Code Section 1126(c) have been met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection) unless (i) the Claim has been temporarily allowed for voting

purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with the Disclosure Statement Order, or (ii) on or before the Voting Deadline (as defined below), the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim. Creditors whose Claims the Debtors seek to expunge or disallow will receive a notice of non-voting status, substantially in the form of Exhibit 2 attached to the Disclosure Statement Order.

27. Bankruptcy Rule 3018(a) provides, in relevant part, that, “notwithstanding objection to a claim or interest, the court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” The Debtors request that the Court, pursuant to Bankruptcy Code Section 105(a), (i) fix September 27, 2019 (the “**Rule 3018(a) Motion Deadline**”), as the deadline for the filing and serving of motions pursuant to Bankruptcy Rule 3018(a) requesting temporary allowance of a movant’s Claim for purposes of voting (the “**Rule 3018(a) Motion(s)**”), and (ii) require that such Rule 3018(a) Motions be filed with the Bankruptcy Court by no later than 4:00 p.m. (prevailing Eastern Time) on the Rule 3018(a) Motion Deadline and served on undersigned counsel and the other Notice Parties; provided however, that if an objection to a Claim is Filed on or after the date that is seven (7) days before the Rule 3018(a) Motion Deadline, then the Rule 3018(a) Motion Deadline shall be extended as to such Claim such that the holder thereof shall have at least seven (7) days to file a Rule 3018(a) Motion. The Debtors propose that the Court consider only those Rule 3018(a) Motions that have been timely filed and served in accordance with the provisions of this paragraph.

28. The Debtors propose that any party timely filing and serving a Rule 3018(a) Motion be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan (assuming such holder is in a Voting Class). If, and to the extent that, the Debtors and such

party are unable to resolve the issues raised by the Rule 3018(a) Motion prior to the Voting Deadline, then at the Confirmation Hearing the Court shall determine whether the provisional Ballot should be counted as a vote on the Plan. Such a procedure will help ensure an efficient tabulation of Ballots to be completed accurately by the Confirmation Hearing. Moreover, setting the date of the Confirmation Hearing as the date for hearing Rule 3018(a) Motions also permits the Court to avoid holding separate hearings on such motions. Nothing in these procedures is intended to affect any party's right to object to any Proof of Claim or Rule 3018(a) Motion.

**D. Approval of Solicitation Procedures**

**i. Duties of Voting and Claims Agent**

29. Pursuant to an order of the Bankruptcy Court entered on July 17, 2019, [Docket No. 55], the Debtors retained Kurtzman Carson Consultants LLC as its notice, claims and solicitation agent (the "**Voting and Claims Agent**") to assist them with the solicitation and voting process in the Chapter 11 Cases. The Voting and Claims Agent will assist the Debtors in, among other things, (i) mailing Confirmation Hearing Notices to Holders of Claims in Non-Voting Classes and other non-voting parties entitled to notice, (ii) mailing Solicitation Packages, (iii) soliciting votes on the Plan, (iv) receiving, tabulating, and reporting on Ballots cast for or against the Plan, (v) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the Ballots and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan, and (vi) if necessary, contacting creditors regarding the Plan and their Ballots.

**ii. Ballots**

30. The Debtors request the Court to approve the Ballots for voting on the Plan in substantially the forms attached as Exhibit 3 to the Disclosure Statement Order. The Debtors

request approval of three types of Ballots: one for use in soliciting votes from Holders of the Prepetition Notes Claims; one for use in soliciting votes from Holders of General Unsecured Claims; and one for providing Holders of Old Emerge GP Equity Interests and Old Emerge LP Equity Interests (together “**Old Equity Interests**”) with the opportunity to opt out of the Third Party Releases. Bankruptcy Rule 3017(d) requires the Debtors to mail a form of ballot, which substantially conforms to Official Form No. 314, only to “creditors and equity security holders entitled to vote on the plan.” Fed R. Bankr. P. 3017(d). The Debtors propose to distribute Ballots in the forms annexed to the Disclosure Statement Order as Exhibits 3-A, 3-B, and 3-C respectively. The forms for the Ballots are based on Official Form No. 314, but have been modified to address the particular aspects of the Chapter 11 Cases and include certain additional information that the Debtors believe to be relevant and appropriate for such classes of Claims. The appropriate Ballot forms, as applicable, will be distributed to Holders of Claims in the Voting Classes and the Holders of Old Equity Interests as follows:

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|----------|--|
| Ballot A | Ballot for Holders of Class 5 Prepetition Notes Claims |
| Ballot B | Ballot for Holders of Class 6 General Unsecured Claims |
| Ballot C | Opt-out Ballot for Holders of Old Equity Interests     |

31. All Ballots will be accompanied by pre-addressed, postage prepaid return envelopes addressed to the Voting and Claims Agent.

32. Old Equity Interests Ballots. Holders of Old Emerge GP Equity Interests in Class 8 are receiving no distribution under the Plan, and Holders of Old Emerge LP Equity Interests will receive no distribution if Class 6 votes to reject the Plan. Thus, Holders of Old Equity Interests are deemed to reject the Plan. *See* 11 U.S.C. § 1126(g). Therefore, the Debtors will not send Solicitation Packages to Holders of Old Equity Interests. Rather, in lieu thereof, and in accordance with Bankruptcy Rule 3017(d), the Debtors will mail to the Holders of Old Equity

Interests a Ballot, substantially in the form of Exhibit 3-C attached to the Disclosure Statement Order, that gives (i) notice of the filing of the Plan, (ii) notice that such party has been identified as the Holder of a non-voting Equity Interest, (iii) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package free of charge, (iv) detailed directions for filing objections to confirmation of the Plan, and (v) provides such Holder of Class 8 or 9 Equity Interests with the ability to opt-out of the Third Party Releases. The Debtors believe that mailing such Ballots satisfies the requirements of Bankruptcy Rule 3017(d) with respect to the Holders of Old Equity Interests.

33. Unimpaired Claims Notice. Under the Plan, certain Claims cannot be classified and other Classes of Claims and Equity Interests are “unimpaired” as defined in Bankruptcy Code Section 1124. Under Bankruptcy Code Section 1126(f), the Holders of Unimpaired Claims and Equity Interests are conclusively presumed to have accepted the Plan, and therefore solicitation of votes with respect to such Unimpaired Claims and Equity Interests is not required. Administrative Claims, DIP Credit Agreement Claims, Priority Tax Claims, and Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 3 (Secured Tax Claims), Class 4 (Prepetition Credit Agreement Claims), and Equity Interests in Class 10 (Old Affiliate Equity Interests) are Unimpaired, and thus are conclusively presumed to accept the Plan. Hence solicitation of votes with respect to such classes of Claims and Equity Interests is not required, and such classes of Claims and Equity Interests will not receive Solicitation Packages or Ballots. *See* 11 U.S.C. § 1126(f). Rather, in lieu thereof and in accordance with Bankruptcy Rule 3017(d), the Debtors will mail to the Holders of such Unimpaired Claims and Equity Interests a notice, substantially in the form of Exhibit 4 attached to the Disclosure Statement Order (the “Unimpaired Claims/Equity Notice”), that gives (i) notice of the filing of the Plan, (ii) notice

that such party has been identified as the Holder of an Unimpaired Claim or Equity Interest, (iii) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package (other than Ballots) free of charge, and (iv) detailed directions for filing objections to confirmation of the Plan.

34. Other Non-Voting Class. Class 7 (Intercompany Claims) is deemed unimpaired. The Intercompany Claims shall be reinstated, compromised, or cancelled, at the option of the relevant Debtor or Reorganized Debtor, with no distribution made on account of such Intercompany Claims. However, because the Holders of such Claims are Affiliates of the Debtors, the Holders of such Claims will be conclusively deemed to have accepted the Plan. Therefore, the Debtors will not send Ballots or Solicitation Packages to Holders of such Claims and are requesting a waiver from any requirement to deliver a notice with respect to the Holders of such Claims because the Holders of such Claims are Affiliates of the Debtors.

35. Contract/Lease Notice. Parties to certain of the Debtors' executory contracts and unexpired leases may not have scheduled Claims, or may maintain Claims based upon filed Proofs of Claim pending the disposition of their contracts or leases by assumption or rejection. To ensure that such parties nevertheless receive notice of the Confirmation Hearing, they will receive a notice, substantially in the form of Exhibit 5 attached to the Disclosure Statement Order (the "Contract/Lease Notice"), that gives (i) notice of the filing of the Plan, (ii) notice that such party has been identified as a party to an Executory Contract or Unexpired Lease, (iii) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package (other than a Ballot) free of charge, and (iv) detailed directions for filing objections to confirmation of the Plan.

**iii. Content and General Transmittal of Solicitation Packages; Notice of Confirmation Hearing**

36. Bankruptcy Rule 3017(d) specifies the materials to be distributed to all impaired creditors and equity security holders following approval of a disclosure statement. Pursuant to this Bankruptcy Rule, the Debtors propose to transmit or cause to be transmitted on or before September 13, 2019 (the “**Solicitation Mailing Date**”), to the persons listed below in paragraphs 37 and 38, subject to the limitations contained therein and elsewhere in this Motion, by United States mail, first-class postage prepaid, personal service, or overnight delivery, a solicitation package (the “**Solicitation Package**”) containing a printed version, CD-ROM, flash drive, or other electronic means, as appropriate, of the following:

- (i) the Notice of (A) Plan Confirmation Hearing, (B) Objection and Voting Deadlines and (C) Solicitation and Voting Procedures; in substantially the form of the notice attached as Exhibit 6 to the Disclosure Statement Order (the “**Confirmation Hearing Notice**”), which the Debtors hereby request the Court to approve;
- (ii) the Disclosure Statement;
- (iii) the Plan (which may be furnished in the Solicitation Package as Exhibit A to the Disclosure Statement);
- (iv) the Disclosure Statement Order (without exhibits attached);
- (v) to the extent applicable, a Ballot and/or notice, appropriate for the specific creditor or Equity Interest holder, in substantially the forms attached to the Disclosure Statement Order (as may be modified for particular classes and with instruction attached thereto); and
- (vi) if reasonably acceptable to the Debtors in form and content, a statement of position from the Committee regarding the Plan.

37. In addition, the Debtors will file the Plan Supplement with the Court on or before, October 4, 2019 (the “**Exhibit Filing Date**”), which is thirteen (13) days before the Voting Deadline. Copies of the Plan Supplement will be available in accordance with the procedures set

forth in paragraph 52 below. Moreover, the Debtors will provide copies of the Solicitation Package (other than Ballots) and the Plan Supplement to (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the creditors listed on the Debtors' consolidated list of thirty creditors holding the largest unsecured claims; (v) counsel to the DIP Agent and the Prepetition Agents; (vi) counsel to the Committee; and (vii) all parties entitled to notice pursuant to Bankruptcy Rule 2002 as of the date of mailing the Solicitation Package or filing the Plan Supplement (as applicable), subject to the terms of the Order.

38. The Debtors will also provide the Solicitation Package to creditors who are holding Claims (other than Disallowed Claims) in Classes 5 and 6 as set forth above.

39. Supplemental Notice of Confirmation Hearing. Additionally, to ensure proper notice of the Confirmation Hearing, the Debtors propose to send the Confirmation Hearing Notice to all parties that received the Disclosure Statement Notice, and to parties to executory contracts and unexpired leases that are not currently "creditors" as defined in Bankruptcy Code Section 101(10). Moreover, Bankruptcy Rule 2002(l) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement notice." Fed. R. Bankr. P. 2002(l). Due to the potential large number of parties in interest in these Chapter 11 Cases, the Debtors propose to publish the Confirmation Hearing Notice on or prior to September 20, 2019, which will provide at least thirty four (34) days notice of the Confirmation Hearing, in the national edition of The Wall Street Journal. Additionally, the Debtors request that they be authorized (but not required) to publish the Confirmation Hearing Notice in such trade or other local publications of general circulation as the Debtors shall determine. The Debtors believe that publication of this notice will give sufficient notice of the

Confirmation Hearing to persons who do not otherwise receive notice by mail as provided for in the Disclosure Statement Order, as part of the Solicitation Package or otherwise.

**iv. Transmittal of Solicitation Packages to Holders of Contingent, Unliquidated, and Disputed Claims that are Not Subject to an Objection Filed by the Debtors**

40. Bankruptcy Rule 3003(c)(2) provides, in relevant part, that “any creditor . . . whose claim or interest is not scheduled or scheduled as disputed, contingent, or unliquidated . . . who fails to [timely file a proof of claim] shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution.” Therefore, such claimants or interest holders will not be mailed any documents or notices.

41. For claimants in a Voting Class who have filed timely Proofs of Claim, which, in whole or in part, reflect a disputed, unliquidated, or contingent Claim, and which are not subject to a pending objection, the Debtors propose to distribute (i) a Solicitation Package that contains a Ballot, (ii) the Confirmation Hearing Notice, which notice informs such claimant that its entire Claim has been allowed temporarily for voting purposes only and not for purposes of allowance or distribution, at \$1.00, and (iii) a notice of disputed, unliquidated, or contingent status, substantially in the form of Exhibit 8 attached to the Disclosure Statement Order.<sup>5</sup>

**v. When No Notice or Transmittal Necessary**

42. The Debtors propose that Solicitation Packages, Ballots, individual solicitation materials, or other notices not be sent to creditors whose Claims are based solely on amounts scheduled by the Debtors but whose Claims already have been paid or satisfied in the full scheduled amount; *provided, however*, that if, and to the extent that, any such creditor would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that its

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<sup>5</sup> As noted herein, the Holder of any Claim that is the subject of an objection will not be entitled to vote and will receive a notice of non-voting status, substantially in the form of Exhibit 2 attached to the Disclosure Statement Order.

Claim had been scheduled by the Debtors, then such creditor will be sent a Solicitation Package in accordance with the procedures set forth above. The Debtors request that they not be required to send Solicitation Packages, individual solicitation materials or other notices to (i) any creditor who filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid, or (ii) the Holder of a Claim that has been disallowed in full by order of the Court.

43. Because sending Solicitation Packages and other notices to outdated or otherwise improper addresses results in needless expense, the Debtors request authority not to give notice or service of any kind upon any person or entity to whom the Debtors mailed the Disclosure Statement Notice and had such notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, and as to whom a further reasonable search has failed to disclose an accurate alternate address.

**vi. Electronic Voting**

44. In addition to accepting hard copy Ballots via first class mail, overnight courier, and hand delivery, the Debtors request authorization to accept Ballots via electronic, online transmissions, solely through a customized online balloting portal on the Debtors’ case website to be maintained by the Voting and Claims Agent. Entities entitled to vote may cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing the online balloting portal (which allows a Holder to submit an electronic signature). Instructions for electronic, online transmission of Ballots are set forth on the forms of Ballots. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

**E. Voting Deadline and Procedures for Vote Tabulation**

45. Voting Deadline. Bankruptcy Rule 3017(c) requires the Court to fix a time within which holders of claims may vote to accept or reject the Plan. Pursuant to this Bankruptcy Rule, the Debtors request this Court to enter an order setting 5:00 p.m. (prevailing Eastern Time) on October 17, 2019 (the “Voting Deadline”) as the last date and time by which Ballots accepting or rejecting the Plan must be received by the Voting and Claims Agent in order to be counted. Accordingly, since the Debtors intend to distribute Solicitation Packages on or before September 13, 2019, creditors will have thirty four (34) days to have their Ballots returned to the Voting and Claims Agent.

46. To avoid uncertainty, provide guidance to the Debtors and the Voting and Claims Agent, and avoid the potential for inconsistent results, the Debtors request that the Court, pursuant to Bankruptcy Code Section 105(a), establish the guidelines set forth below for tabulating the vote to accept or reject the Plan.

47. Votes Counted. The Debtors propose that any timely received Ballot that contains sufficient information to permit the identification of the claimant and the amount of the Claim and is cast as an acceptance or rejection of the Plan will be counted and will be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan. The foregoing general procedures will be subject to the following exceptions:

- i. if a Claim is deemed Allowed in accordance with the Plan, such Claim is Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- ii. if a Claim for which a Proof of Claim has been timely filed is identified, in whole or in part, as contingent, unliquidated, or disputed, and that is not subject to a pending objection, the Debtors propose that such Claim be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;

- iii. if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, such Claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- iv. if a Claim is not listed on the Schedules, or is scheduled at zero, in an unknown amount, or, as unliquidated, contingent, or disputed, and a Proof of Claim was not (i) timely filed by the Claims Bar Date, or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, the Debtors propose that such Claim be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c);
- v. if an objection to a Claim or any portion thereof has been Filed prior to the Voting Deadline, then the Debtors propose that such Claim be temporarily disallowed for voting purposes only and not for the purposes of the allowance or distribution, except to the extent and in the manner as may be set forth in the objection or an order granting such claimant's Rule 3018(a) Motion; and
- vi. any Ballot cast in an amount in excess of the Allowed amount of the relevant Claim will only be counted to the extent of such Allowed Claim.

48. Votes Not Counted. The Debtors further propose that the following Ballots not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- i. any Ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
- ii. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- iii. any Ballot cast by a person or entity that does not hold a Claim in a Voting Class, except that Ballots timely and properly returned by Holders of Old Equity Interests for purposes of opting out of the Plan Releases will be counted for such purpose;
- iv. any Ballot cast for a Claim not listed on the Schedules, or scheduled at zero, in an unknown amount, or, as unliquidated, contingent, or disputed, and for which no Proof of Claim was timely filed;
- v. any Ballot that is properly completed, executed and timely filed, but (i) does not indicate an acceptance or rejection of the Plan, (ii) indicates both

an acceptance and rejection of the Plan, or (iii) partially accepts and partially rejects the Plan;

- vi. any Ballot submitted by facsimile, telecopy or electronic mail;
- vii. any unsigned Ballot;
- viii. any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or agent under the Prepetition Notes Indenture or Prepetition Loan Documents, or the Debtors' financial or legal advisors; or
- ix. any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.

Additionally, the Debtors propose that any duplicate Ballots will only be counted once.

49. The Debtors believe that the foregoing proposed procedures provide for a fair and equitable voting process. As mentioned above, if any creditor seeks to challenge the allowance of its Claim for voting purposes, the Debtors request that the Court direct such creditor to serve on the undersigned counsel and file with the Court a Rule 3018(a) Motion temporarily allowing such Claim for purposes of voting to accept or reject the Plan by the Rule 3018(a) Motion Deadline. The Debtors further propose in accordance with Bankruptcy Rule 3018 that, as to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot not be counted for voting purposes, unless temporarily allowed by the Court after notice and a hearing or agreed to in writing by the Debtors.

50. Changing Votes. Notwithstanding Bankruptcy Rule 3018(a), whenever two or more Ballots are cast which attempt to vote the same Claim prior to the Voting Deadline, the last Ballot received prior to the Voting Deadline will be deemed to reflect the voter's intent and thus to supersede any prior Ballots, provided, however, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting and Claims Agent reserves the right to contact the creditor and tabulate the vote according to such voter's stated intent. This procedure is without

prejudice to the Debtors' rights to object to the validity of the superseding Ballot(s) on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes. This procedure of counting the last Ballot is consistent with the practice under various state and federal corporate and securities laws. Moreover, it will spare the Court and the Debtors the time and expense of responding to Rule 3018(a) Motions and attempting to show cause for changing votes.

51. No Vote Splitting; Effect. The Debtors propose that the Court clarify that claim splitting is not permitted and order that creditors who vote must vote all of their Claims within a particular Class to either accept or reject the Plan.

52. Copies and Review of Documents. Copies of the Plan and Disclosure Statement (including after the Exhibit Filing Date, the Plan Supplement) and all pleadings and orders of the Bankruptcy Court are publicly available, for a fee via PACER at: <http://wwwdeb.uscourts.gov>, or free of charge from the Voting and Claims Agent at <http://www.kcellc.net/emergeenergy>. Such documents and pleadings may also be obtained by: (i) 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers); and/or (ii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

### **CONSENT TO JURISDICTION**

53. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that the Court would lack Article III jurisdiction to enter such final order or judgment absent consent of the parties.

**NOTICE**

54. Notice of this Motion will be given to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the creditors listed on the Debtors' consolidated list of thirty creditors holding the largest unsecured claims; (v) counsel to the DIP Agent and the Prepetition Agents; (vi) counsel to the Committee; and (vii) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required. Moreover, copies of such documents are available in accordance with paragraph 52 above. In light of the nature of the relief requested, the Debtors submit that no further notice is required or needed under the circumstances.

**NO PRIOR REQUEST**

55. No previous request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that this Court (i) grant the relief requested herein; (ii) enter the Disclosure Statement Order in the form attached hereto; and (iii) grant such other and further relief as is just and proper.

Dated: August 22, 2019  
Wilmington, Delaware

/s/ Travis J. Cuomo

**RICHARDS, LAYTON & FINGER, P.A.**

John H. Knight (No. 3848)  
Paul N. Heath (No. 3704)  
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*Proposed Counsel for Debtors and  
Debtors in Possession*

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

	X	
In re:	:	Chapter 11
	:	
EMERGE ENERGY SERVICES LP, <i>et al.</i> , <sup>1</sup>	:	Case No. 19-11563 (KBO)
	:	
Debtors.	:	Jointly Administered
	:	
	:	<b>Obj. Deadline: August 29, 2019 at 4:00 p.m. (ET)</b>
	:	<b>Hearing Date: Sept. 5, 2019 at 10:00 a.m. (ET)</b>
	:	
	X	

**NOTICE OF MOTION AND HEARING**

PLEASE TAKE NOTICE that, on August 22, 2019, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) filed the *Motion of the Debtors for Entry of an Order (I) Approving the Disclosure Statement, (II) Establishing the Voting Record Date, Voting Deadline and Other Dates, (III) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan, (IV) Approving the Manner and Forms of Notice and Other Related Documents, and (V) Granting Related Relief* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that, any responses or objections to the Motion must be in writing and filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **August 29, 2019 at 4:00 p.m. (Prevailing Eastern Time)**.

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<sup>1</sup> 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.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before The Honorable Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, at the Court, 824 North Market Street, 6<sup>th</sup> Floor, Courtroom 2, Wilmington, Delaware 19801 on **September 5, 2019 at 10:00 a.m. (prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: August 22, 2019  
Wilmington, Delaware

/s/ Travis J. Cuomo

**RICHARDS, LAYTON & FINGER, P.A.**

John H. Knight (No. 3848)  
Paul N. Heath (No. 3704)  
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*Counsel for Debtors and Debtors in Possession*

- and -

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*Proposed Counsel for Debtors  
and Debtors in Possession*

**Exhibit A**

**Proposed 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> ,	:	Case No. 19-11563 (KBO)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
	:	
	:	
	X	

**ORDER (I) APPROVING THE DISCLOSURE STATEMENT,  
(II) ESTABLISHING THE VOTING RECORD DATE, VOTING DEADLINE  
AND OTHER DATES, (III) APPROVING PROCEDURES FOR SOLICITING,  
RECEIVING AND TABULATING VOTES ON THE PLAN AND FOR FILING  
OBJECTIONS TO THE PLAN (IV) APPROVING THE MANNER AND  
FORMS OF NOTICE AND OTHER RELATED DOCUMENTS AND (V) GRATING  
RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order, pursuant to 11 U.S.C. §§ 105(a), 1125, and 1126 and Rules 2002, 3003, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure, (i) approving the Disclosure Statement, (ii) establishing the voting record date, the Voting Deadline and other dates (a summary chart of which is attached hereto as Chart A), (iii) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan, (iv) approving the manner and forms of notice and other related documents, and (v) granting other relief relating thereto as set forth herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors,

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<sup>1</sup> 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 LCC (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.

<sup>2</sup> Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Motion.

and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and opportunity for objection having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefore:

**IT IS HEREBY FOUND AND DETERMINED THAT:**

A. The Disclosure Statement contains adequate information within the meaning of Bankruptcy Code Section 1125.

B. The notices attached to this Order (collectively, the “**Notices**”) contain sufficient information and are appropriate under the circumstances.

C. The forms of the ballots attached to this Order (collectively, the “**Ballots**”) (i) are sufficiently consistent with Official Form No. 314, (ii) adequately address the particular needs of the Chapter 11 Cases, and (iii) are appropriate for (a) the Classes of Claims entitled under the Plan to vote to accept or reject the Plan and (b) the Classes of Old Equity Interests entitled under the Plan to opt out of the Third Party Releases.

D. The time period set forth below during which the Debtors may solicit votes on the Plan is a reasonable period of time for creditors to make an informed decision as to whether to accept or reject the Plan, and for Holders of Old Equity Interests to decide whether to opt out of the Third Party Release.

E. The procedures set forth below for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with Bankruptcy Code Section 1126.

F. The procedures set forth below regarding the Confirmation Hearing Notice and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

**IT IS THEREFORE ORDERED THAT:**

1. The Motion is granted in its entirety.

**A. Approval of the Disclosure Statement**

2. Pursuant to Bankruptcy Rule 3017(b), the Disclosure Statement is approved as containing adequate information within the meaning of Bankruptcy Code Section 1125(a), and the Debtors are authorized to distribute the Disclosure Statement and Solicitation Package in order to solicit votes on, and pursue confirmation of, the Plan.

3. The Disclosure Statement Notice [Docket No. 100] attached hereto as Exhibit 1 is approved pursuant to Bankruptcy Rules 2002 and 3017.

4. The notice and objection procedures provided in connection with the Disclosure Statement Hearing were reasonable and appropriate under the circumstances, and such notice and objection procedures were adequate pursuant to Bankruptcy Rule 3017.

**B. Confirmation Hearing and Objections**

5. Pursuant to Bankruptcy Rule 3020(b)(2), the hearing to consider confirmation of the Plan (the “**Confirmation Hearing**”) shall be on [October 24], 2019 at [ ]:00 [a/p].m. (prevailing Eastern Time).

6. Pursuant to Bankruptcy Rule 3020(b)(1), the deadline (the “**Confirmation Objection Deadline**”) for filing and serving objections to confirmation of the Plan (“**Confirmation Objections**”) shall be October 11, 2019 at 4:00 p.m. (prevailing Eastern Time).

7. The Confirmation Objections, if any, shall (i) be in writing, (ii) comply with the Bankruptcy Rules and the Local Rules, (iii) set forth the name of the objector and the nature and

amount of any Claim or interest asserted by the objector against or in the Debtors, (iv) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection, and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court on or before the Confirmation Objection Deadline and served on each of the following parties (the “**Notice Parties**”):

- (i) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn: Keith A. Simon, Esq., Hugh K. Murtagh, Esq., and Liza L. Burton, Esq. (emails: keith.simon@lw.com, hugh.murtagh@lw.com, and liza.burton@lw.com)) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq. and Paul N. Heath, Esq. (emails: knight@rlf.com and heath@rlf.com));
- (ii) Counsel to the DIP Agent and the Prepetition Agents, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Matt S. Barr, Esq., David Griffiths, Esq., and Candace M. Arthur, Esq. (emails: matt.barr@weil.com, david.griffiths@weil.com, and candace.arthur@weil.com)) and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, Wilmington, Delaware 19801 (Attn: Laura Davis Jones, Esq. (email: ljones@pszjlaw.com));
- (iii) Counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Todd C. Meyers, Esq., David M. Posner, Esq., and Kelly Moynihan, Esq. (emails: tmeyers@kilpatricktownsend.com, dposner@kilpatricktownsend.com, and kmoynihan@kilpatricktownsend.com)), Kilpatrick Townsend & Stockton LLP, 700 Louisiana Street, Suite 4300, Houston, Texas 77002 (Attn: Lenard M. Parkins, Esq. (email: lparkins@kilpatricktownsend.com)), and Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington, Delaware 19899 (Attn: Jeremy W. Ryan, Esq., Christopher M. Samis, Esq., and D. Ryan Slaugh, Esq. (emails: jryan@potteranderson.com, csamis@potteranderson.com, and rslaugh@potteranderson.com)); and
- (iv) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware

19801 (Attn: Juliet M. Sarkessian, Esq. (email: Juliet.M.Sarkessian@usdoj.gov)).

**C. Establishment of Voting Record Date and Approving Procedures for Temporary Allowance of Claims that are Subject to an Objection Filed by the Debtors**

8. Pursuant to Bankruptcy Rule 3017(d), September 9, 2019 shall be the voting record date (the “**Voting Record Date**”) with respect to all Claims and Equity Interests. The Debtors shall use the Voting Record Date for determining which Entities are entitled to, as applicable, receive Solicitation Packages, vote to accept or reject the Plan and receive notice of the Confirmation Hearing.

9. Any Holder of a Claim for which an objection is pending on the Voting Record Date, whether such objection relates to the entire Claim or a portion thereof, shall not be entitled to vote on the Plan and shall not be counted in determining whether the requirements of Bankruptcy Code Section 1126(c) have been met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection) unless (i) the Claim has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with this Order, or (ii) on or before the Voting Deadline, the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim.

10. A recipient of an objection to expunge or disallow its Claim will receive a notice of non-voting status, substantially in the form of Exhibit 2 attached hereto.

11. September 27, 2019 at 4:00 p.m. (prevailing Eastern Time) (the “**Rule 3018(a) Motion Deadline**”) shall be the deadline for the filing and serving of any motion requesting temporary allowance of a Claim for purposes of voting pursuant to Bankruptcy Rule 3018(a) (the “**Rule 3018(a) Motion(s)**”).

12. Rule 3018(a) Motions must be filed with the Court no later than the Rule 3018(a) Motion Deadline and served on the Notice Parties; provided however, that if an objection to a Claim is Filed on or after the date that is seven (7) days before the original Rule 3018(a) Motion Deadline, then the Rule 3018(a) Motion Deadline shall be extended as to such Claim such that the holder thereof shall have at least seven (7) days to file a Rule 3018(a) Motion.

13. Any party timely filing and serving a Rule 3018(a) Motion shall be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan, if such party is in a Voting Class. If, and to the extent that, the Debtors and such party are unable to resolve the issues raised by the Rule 3018(a) Motion prior to the Voting Deadline, then at the Confirmation Hearing this Court shall determine whether the provisional Ballot should be counted as a vote on the Plan.

14. Nothing in this Order shall affect or limit any party's rights to object to any Proof of Claim or Rule 3018(a) Motion.

**D. Approval of Solicitation Procedures**

**i. Duties of Voting and Claims Agent**

15. The Voting and Claims Agent shall assist the Debtors in, among other things, (i) mailing Confirmation Hearing Notices to Holders of Claims in Non-Voting Classes and other non-voting parties entitled to notice, (ii) mailing Solicitation Packages, (iii) soliciting votes on the Plan, (iv) receiving, tabulating, and reporting on Ballots cast for or against the Plan by Holders of Claims against the Debtors, (v) responding to inquiries from creditors and stakeholders relating to the Plan, the Disclosure Statement, the Ballots and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and objecting to the Plan, and (vi) if necessary, contacting creditors and Equity Interest Holders regarding the Plan and their Ballots.

16. The Voting and Claims Agent is also authorized to accept Ballots via electronic online transmission solely through a customized online balloting portal on the Debtors' case website. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

**ii. Notices and Ballots**

17. The Notices and Ballots to be used in connection with the solicitation of votes on, and confirmation of, the Plan (as applicable) are hereby approved in full.

18. Claims in Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 3 (Secured Tax Claims), Class 4 (Prepetition Credit Agreement Claims) and Class 10 (Old Affiliate Equity Interests) are Unimpaired and, thus, the Holders of such Unimpaired Claims and Equity Interests are conclusively presumed to accept the Plan pursuant to Bankruptcy Code Section 1126(f), and the Debtors are not required to solicit their vote with respect to such Unimpaired Claims and Equity Interests.

19. The Debtors shall not be obligated to deliver Solicitation Packages or Ballots to Holders of Unimpaired Claims and Equity Interests. Rather, in lieu thereof and in accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to the Holders of such Unimpaired Claims and Equity Interests a notice, substantially in the form of Exhibit 4 attached hereto (the "**Unimpaired Claims/Equity Notice**").

20. Class 7 (Intercompany Claims) do not retain or receive any property under the Plan. However, because the Holders of such Claims are Affiliates of the Debtors, the Holders of such Claims will be conclusively deemed to have accepted the Plan. Therefore, the Debtors shall not be obligated to deliver Solicitation Packages or Ballots to Holders of Intercompany Claims

and any requirement to deliver a notice with respect to the Holders of such Claims under Bankruptcy Rule 3017(d) shall be waived.

21. Holders of Claims in Class 8 (Old Emerge GP Equity Interests) do not retain or receive any property under the Plan on account of their Equity Interests, and Holders of Claims in Class 9 (Old Emerge LP Equity Interests) (together with Old Emerge GP Equity Interests, “**Old Equity Interests**”) will not retain or receive any property under the Plan on account of their Equity Interests if Class 6 votes to reject the Plan and therefore Holders of Old Equity Interests are deemed to reject the Plan pursuant to Bankruptcy Code Section 1126(g). Therefore, the Debtors shall not be required to send Solicitation Packages to Holders of such Old Equity Interests. Rather, in lieu thereof, and in accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to the Holders of such Old Equity Interests a Ballot, substantially in the form of Exhibit 3-C attached hereto, that gives (i) notice of the filing of the Plan, (ii) notice that such party has been identified as the Holder of a non-voting Equity Interest, (iii) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package free of charge, (iv) detailed directions for filing objections to confirmation of the Plan, and (v) provides such Holder of Class 8 or 9 Old Equity Interests with the opportunity to opt out of the Third Party Releases.

22. The Debtors shall not be required to deliver Ballots or Solicitation Packages to counterparties to the Debtors’ executory contracts and unexpired leases who do not have scheduled Claims or Claims based upon filed Proofs of Claim. Rather, in lieu thereof, and in accordance with Bankruptcy Rule 3017(d), the Debtors shall mail to the counterparties to the Debtors’ executory contracts and unexpired leases a notice, substantially in the form of Exhibit 5 attached hereto (the “**Contract/Lease Notice**”).

**iii. Content and General Transmittal of Solicitation Packages; Notice of Confirmation Hearing**

23. The Debtors are authorized to transmit, or cause to be transmitted, on or before September 13, 2019 (the “**Solicitation Mailing Date**”), to Holders of Class 5 Prepetition Notes Claims and Class 6 General Unsecured Claims, by United States mail, first-class postage prepaid, personal service, or overnight delivery, a solicitation package (the “**Solicitation Package**”) containing a printed version, CD-ROM, flash drive, or other electronic means, as appropriate, of the following:

- i. the Confirmation Notice, substantially in the form attached hereto as **Exhibit 6**;
- ii. the Disclosure Statement;
- iii. the Plan (which may be furnished in the Solicitation Package as Exhibit A to the Disclosure Statement);
- iv. the Disclosure Statement Order (without exhibits attached); and
- v. to the extent applicable, a Ballot and/or notice, appropriate for the specific creditor or Equity Interest holder, in substantially the forms attached to this Order (as may be modified for particular classes and with instruction attached thereto);

24. The Debtors shall file the Plan Supplement with the Court on or before October 4, 2019 (the “**Exhibit Filing Date**”), which filing is without prejudice to the Debtors’ rights to amend or supplement the Plan Supplement.

25. The Plan Supplement shall be made available in accordance with the procedures set forth in **paragraphs 24, 26 and 46** of this Order.

26. The Debtors shall provide copies of the Solicitation Package (other than a Ballot) and the Plan Supplement to (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the creditors listed on the Debtors’ consolidated list of thirty creditors holding the

largest unsecured claims; (v) counsel to the DIP Agent and the Prepetition Agents; (vi) counsel to the Committee; and (vii) all parties entitled to notice pursuant to Bankruptcy Rule 2002, as of the date of mailing the Solicitation Package or filing the Plan Supplement (as applicable).

27. Subject to the terms of this Order, the Debtors shall provide Solicitation Packages to creditors who are holding Claims (other than Disallowed Claims) in Classes 5 and 6.

28. Creditors who have filed duplicate Proofs of Claim shall be entitled to receive only one Solicitation Package and shall be allowed one Ballot for voting that Claim.

29. The Debtors shall mail the Confirmation Hearing Notice to all parties that received the Disclosure Statement Notice (other than parties to whom notice is not required pursuant to paragraph 34 of this Order), and to parties to executory contracts and unexpired leases that are not currently “creditors” as defined in Bankruptcy Code Section 101(10).

30. The Debtors shall publish the Confirmation Hearing Notice on or prior to September 20, 2019 in the national edition of The Wall Street Journal and shall be authorized (but not required) to publish the Confirmation Hearing Notice in such trade or other local publications of general circulation as the Debtors shall determine.

31. Publication of the Confirmation Hearing Notice as described herein shall constitute sufficient notice of the Confirmation Hearing to persons who do not otherwise receive notice by mail as provided for in this Order.

**iv. Transmittal of Solicitation Packages to Holders of Contingent, Unliquidated, and Disputed Claims that are Not Subject to an Objection Filed by the Debtors**

32. The Debtors shall not be required to mail any documents or notices to any creditor (i) whose Claim is not scheduled or is scheduled at \$0 or as disputed, contingent or unliquidated, and (ii) who fails to timely file a Proof of Claim.

33. The Debtors shall distribute to claimants in Voting Classes who have filed timely Proofs of Claim, which, in whole or in part, reflect a disputed, unliquidated, or contingent claim, and which are not subject to a pending objection, (i) a Solicitation Package that contains a Ballot, (ii) the Confirmation Hearing Notice, which notice informs such person or entity that its entire Claim has been allowed temporarily for voting purposes only and not for purposes of allowance or distribution, at \$1.00, and (iii) a notice of disputed, unliquidated, or contingent status, substantially in the form of Exhibit 7 attached hereto.

**v. Approval of Certain Transmittal Procedures**

34. Notwithstanding anything in this Order to the contrary, the Debtors shall not be required to send Solicitation Packages, Ballots, individual solicitation materials, or other notices to any of the following creditors or other parties in interest in the Chapter 11 Cases:

- i. any creditor whose Claim is based solely on amounts scheduled by the Debtors but whose Claim already has been paid or satisfied in the full scheduled amount; provided, however, that if, and to the extent that, any such creditor would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that its Claim had been scheduled by the Debtors, then such creditor shall be sent a Solicitation Package in accordance with the procedures set forth herein;
- ii. any creditor who filed a Proof of Claim if the amount asserted in such Proof of Claim is less than or equal to the amount that has already been paid;
- iii. any Holder of a Claim that was disallowed in full by order of this Court;  
or
- iv. any person or entity to whom the Debtors mailed the Disclosure Statement Notice and had such notice returned by the United States Postal Service marked “undeliverable as addressed,” “moved - left no forwarding address,” “forwarding order expired,” or any similar reason, and as to whom a further reasonable search has failed to disclose an accurate alternate address.

**E. Voting Deadline and Procedures for Vote Tabulation**

35. 5:00 p.m. (prevailing Eastern Time) on October 17, 2019 (the “**Voting Deadline**”) is the last date and time by which Ballots for accepting or rejecting the Plan must be received by the Voting and Claims Agent in order to be counted.

36. Any timely received Ballot that contains sufficient information to permit the identification of the claimant and is cast as an acceptance or rejection of the Plan shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan. The foregoing general procedures shall be subject to the following exceptions:

- i. if a Claim is deemed Allowed in accordance with the Plan, such Claim shall be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- ii. if a Claim for which a Proof of Claim has been timely filed is identified, in whole or in part, as contingent, unliquidated, or disputed, and that is not subject to a pending objection, then such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;
- iii. if a Claim has been estimated or otherwise allowed for voting purposes by order of the Court, then such Claim shall be temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- iv. if a Claim is not listed on the Schedules, or is scheduled at zero, in an unknown amount, or, as unliquidated, contingent, or disputed, and a Proof of Claim was not (i) timely filed by the Claims Bar Date, or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, then such Claim shall be disallowed for voting purposes and for purposes of allowance and distribution pursuant to Bankruptcy Rule 3003(c);
- v. if an objection to a Claim or any portion thereof has been Filed prior to the Voting Deadline, then such Claim shall be temporarily disallowed for voting purposes only and not for the purposes of the allowance or distribution, except to the extent and in the manner as may be set forth in the objection or an order granting such claimant’s Rule 3018(a) Motion; and
- vi. any Ballot cast in an amount in excess of the Allowed amount of the relevant Claim will only be counted to the extent of such Allowed Claim;

37. The following Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- i. any Ballot received after the Voting Deadline unless the Debtors shall have granted an extension of the Voting Deadline in writing with respect to such Ballot;
- ii. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- iii. any Ballot cast by a person or entity that does not hold a Claim in a Voting Class;
- iv. any Ballot cast for a claim not listed on the Schedules, or scheduled at zero, in an unknown amount, or, as unliquidated, contingent, or disputed, and for which no Proof of Claim was timely filed;
- v. any Ballot that is properly completed, executed and timely filed, but (a) does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and rejection of the Plan, or (c) partially accepts and partially rejects the Plan;
- vi. any Ballot submitted by facsimile, telecopy or electronic mail;
- vii. any unsigned Ballot;
- viii. any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee or agent under the Prepetition Loan Documents, or the Debtors' financial or legal advisors; or
- ix. any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order;

38. Any duplicate Ballots will only be counted once.

39. Notwithstanding anything in this Order to the contrary, the Ballot of any creditor who filed a Rule 3018(a) Motion in accordance with the procedures set forth in this Order shall not be counted for voting purposes, unless such creditor's claim is temporarily allowed by the Court after notice and a hearing or agreed to in writing by the Debtors.

40. Notwithstanding Bankruptcy Rule 3018(a), whenever two or more Ballots are cast which attempt to vote the same Claim prior to the Voting Deadline, the last Ballot received by

the Voting and Claims Agent prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede any prior Ballots, provided, however, that where an ambiguity exists as to which Ballot was the latest mailed, the Voting and Claims Agent reserves the right to contact the creditor and tabulate the vote according to such voter's stated intent. This procedure is without prejudice to the Debtors' rights to object to the validity of the superseding Ballot(s) on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes.

41. Claims splitting is not permitted and creditors who vote must vote all of their Claims within a particular class to either accept or reject the Plan.

**F. Miscellaneous**

42. The service of Solicitation Packages and other notices and documents described herein in the time and manner set forth in this Order constitutes adequate and sufficient notice of the Confirmation Hearing and no further notice is necessary.

43. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

44. Notwithstanding any applicable Bankruptcy Rule, the terms and conditions of this Order shall be immediately effective and enforceable upon its entirety.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

46. Copies of the Plan and Disclosure Statement (including after the Exhibit Filing Date, the Plan Supplement) and all pleadings and orders of the Bankruptcy Court are publicly available, for a fee via PACER at: <http://www.deb.uscourts.gov>, or free of charge from the Voting and Claims Agent at <http://www.kccllc.net/emergeenergy>. Such documents and pleadings may also be obtained by: (i) 877-634-7165 (toll-free in US and Canada) or 424-236-

7221 (for international callers); and/or (ii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245.

47. The Debtors are authorized to make non-material changes to the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Unimpaired Claims/Equity Notice, the Contract/Lease Notice, and related documents and any other materials in the Solicitation Package without further order of this Court, including, without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Confirmation Hearing Notice, the Unimpaired Claims/Equity Notice, the Contract/Lease Notice, and related documents and any other materials in the Solicitation Package prior to their distribution.

Dated: \_\_\_\_\_, 2019  
Wilmington, Delaware

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THE HONORABLE KAREN B. OWENS  
UNITED STATES BANKRUPTCY JUDGE

**Chart A****Summary Chart of Approved Dates and Deadlines<sup>1</sup>**

<b><u>Event</u></b>	<b><u>Date/Deadline</u></b>
Voting Record Date	September 9, 2019
Solicitation Mailing Date	September 13, 2019
Deadline to Publish Notice of Confirmation Hearing	September 20, 2019
Rule 3018(a) Motion Deadline	September 27, 2019 4:00 p.m. (prevailing Eastern Time)
Exhibit Filing Date (Deadline to File Plan Supplement)	October 4, 2019
Objection Deadline for Confirmation Hearing	October 11, 2019 4:00 p.m. (prevailing Eastern Time)
Voting Deadline	October 17, 2019 5:00 p.m. (prevailing Eastern Time)
Confirmation Hearing	October 24, 2019 (subject to the Court's availability)

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<sup>1</sup> To the extent of any conflict between the dates in this chart and those in the Order, the dates in the Order shall control.

**EXHIBIT 1**

**Disclosure Statement Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

----- X  
 In re: : Chapter 11  
 :  
 EMERGE ENERGY SERVICES LP, *et al.*, : Case No. 19-11563 (KBO)  
 :  
 Debtors.<sup>1</sup> : (Jointly Administered)  
 :  
 : Hearing Date: September 5, 2019 at 10:00 a.m. (ET)  
 : Objection Deadline: August 29, 2019 at 4:00 p.m. (ET)  
 ----- X

**NOTICE OF DISCLOSURE STATEMENT HEARING**

**TO: ALL HOLDERS OF CLAIMS AGAINST, AND HOLDERS OF EQUITY INTERESTS IN, EMERGE ENERGY SERVICES LP AND ITS AFFILIATE DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES-IN-INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES**

**PLEASE TAKE NOTICE THAT** on July 25, 2019, Emerge Energy Services LP and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed their (i) Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 98] (as may be amended from time to time, the “**Plan**”) and (ii) Disclosure Statement for the Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 99] (as may be amended from time to time, the “**Disclosure Statement**”).<sup>2</sup> The Debtors intend to promptly file a motion seeking entry of an Order (i) Approving the Disclosure Statement as Containing “Adequate Information” Pursuant to Bankruptcy Code Section 1125, (ii) Establishing the Voting Record Date, Voting Deadline and Other Dates, (iii) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan, and (iv) Approving the Manner and Forms of Certain Notices (the “**Disclosure Statement Motion**”).

**PLEASE TAKE FURTHER NOTICE THAT** a hearing will held before the Honorable Karen B. Owens, United States Bankruptcy Judge, on **September 5, 2019 at 10:00 a.m. (prevailing Eastern Time)**, in the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801 (the “**Disclosure Statement Hearing**”), to consider the entry of an order approving the Disclosure Statement

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

Motion. Please be advised that the Disclosure Statement Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Disclosure Statement, the Plan or related documents, you should contact Kurtzman Carson Consultants LLC, the voting and claims agent retained by the Debtors in these chapter 11 cases, by: (i) calling the Debtors' restructuring hotline at 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers); (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/EmergeEnergy>; and/or (iii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/EmergeEnergy>.

**PLEASE TAKE FURTHER NOTICE THAT** objections, if any, to the adequacy of the Disclosure Statement or the relief sought in connection therewith must: (i) be made in writing; (ii) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware; (iii) state with particularity the legal and factual basis for the objection; and (iv) be filed with the Bankruptcy Court (contemporaneously with a proof of service), and be served upon the following parties (the "**Notice Parties**") so as to be **actually received** by each of them on or before **4:00 p.m. (prevailing Eastern Time) on August 29, 2019** (the "**Objection Deadline**"):

- (i) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834 (Attn: Keith A. Simon, Esq., Hugh K. Murtagh, Esq., and Liza L. Burton, Esq. (emails: keith.simon@lw.com, hugh.murtagh@lw.com, and liza.burton@lw.com)) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq. and Paul N. Heath, Esq. (emails: knight@rlf.com and heath@rlf.com));
- (ii) Counsel to the DIP Agent and the Prepetition Agents, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Matt S. Barr, Esq., David Griffiths, Esq., and Candace M. Arthur, Esq. (emails: matt.barr@weil.com, david.griffiths@weil.com, and candace.arthur@weil.com)) and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, Wilmington, Delaware 19801 (Attn: Laura Davis Jones, Esq. (email: ljones@pszjlaw.com)); and
- (iii) Counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Todd C. Meyers, Esq., David M. Posner, Esq., and Kelly Moynihan, Esq. (emails: tmeyers@kilpatricktownsend.com, dposner@kilpatricktownsend.com, and kmoynihan@kilpatricktownsend.com)), Kilpatrick Townsend & Stockton LLP, 700 Louisiana Street, Suite 4300, Houston, Texas 77002 (Attn: Lenard M. Parkins, Esq. (email: lparkins@kilpatricktownsend.com)), and Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington, Delaware 19899 (Attn: Jeremy W. Ryan, Esq., Christopher M. Samis, Esq., and D. Ryan Slauch, Esq. (emails: jryan@potteranderson.com, csamis@potteranderson.com, and rslauch@potteranderson.com)); and

- (iv) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Juliet M. Sarkessian, Esq. (email: Juliet.M.Sarkessian@usdoj.gov)).

**PLEASE TAKE FURTHER NOTICE THAT** only those objections made in writing and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court during the Disclosure Statement Hearing. If no objections to the Disclosure Statement Motion are timely and properly filed and served in accordance with the procedures set forth herein, the Bankruptcy Court may enter an order granting the Disclosure Statement Motion without further notice.

Dated: [\_\_\_\_], 2019  
Wilmington, Delaware

**LATHAM & WATKINS LLP**

Attn: George A. Davis  
Attn: Keith A. Simon  
Attn: Hugh K. Murtagh  
Attn: Liza L. Burton  
885 Third Avenue  
New York, New York 10022-4834  
Fax: 212-751-4864

**RICHARDS, LAYTON & FINGER, P.A.**

Attn: John H. Knight  
Attn: Paul N. Heath  
Attn: Zachary I. Shapiro  
Attn: Brett M. Haywood  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801  
Fax: 302-651-7701

***Proposed Co-Counsel to the Debtors***

**EXHIBIT 2**

**Notice of Non-Voting Status: Disputed Claims**

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

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

**NOTICE OF NON-VOTING STATUS TO HOLDERS OF CLAIMS  
FOR WHICH AN OBJECTION HAS BEEN FILED BY THE DEBTORS**

**PLEASE TAKE NOTICE THAT** on July 25, 2019, Emerge Energy Services LP and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed their (i) Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 98] (as may be amended from time to time, the “**Plan**”) and (ii) Disclosure Statement for the Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 99] (as may be amended from time to time, the “**Disclosure Statement**”).<sup>2</sup> On [ ● ], 2019, the Bankruptcy Court entered an order (i) approving the Disclosure Statement, (ii) establishing the Voting Record Date, Voting Deadline and other dates, (iii) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan and (iv) approving the manner and forms of notice and other related documents and (v) granting related relief [Docket No. [ ● ]] (the “**Disclosure Statement Order**”).

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because you are the Holder of a Claim that has filed a proof of claim, which is subject, in whole or in part, to an objection filed by the Debtors. As a result, you are not entitled to vote on the Plan for any purpose and you have not been sent a Solicitation Package or Ballot. Provided that you are the Holder of a Claim in Classes 5, or 6, if you disagree with the Debtors’ classification or status of your Claim, then you **MUST** file with the Bankruptcy Court and serve upon the Notice Parties listed below, on or before 4:00 p.m. (prevailing Eastern Time) on September 27, 2019 (the “**Resolution Deadline**”), a motion requesting temporary allowance of your Claim solely for voting purposes in accordance with Bankruptcy Rule 3018 (such motion, the “**Temporary Allowance Motion**”). No later than three (3) Business Days after the filing and service of such Temporary Allowance Motion, the Voting and Claims Agent will send you a Solicitation

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

Package, including the appropriate ballot, and a pre-addressed, postage pre-paid envelope, which you must then return your ballot according to the instructions attached thereto so it is **actually received** by the Voting and Claims Agent on or before October 17, 2019 (the “**Voting Deadline**”). Please be advised that the Debtors reserve all of their rights and objections regarding any and all Temporary Allowance Motions that may be filed with the Bankruptcy Court and that the distribution of a Solicitation Package is not and shall not constitute a waiver or release of such rights and objections.

**PLEASE TAKE FURTHER NOTICE THAT** the Confirmation Hearing to consider confirmation of the Plan will commence at [ ● ] [a/p.m.] (**prevailing Eastern Time**) on [October 24], 2019, before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to Bankruptcy Code Section 1127, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **October 11, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “**Plan Objection Deadline**”). Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court no later than the Plan Objection Deadline and served on the following parties listed below (the “**Notice Parties**”). CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

#### **Notice Parties**

- (i) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834 (Attn: Keith A. Simon, Esq., Hugh K. Murtagh, Esq., and Liza L. Burton, Esq. (emails: keith.simon@lw.com, hugh.murtagh@lw.com, and liza.burton@lw.com)) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq. and Paul N. Heath, Esq. (emails: knight@rlf.com and heath@rlf.com));
- (ii) Counsel to the DIP Agent and the Prepetition Agents, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Matt S. Barr, Esq., David Griffiths, Esq., and Candace M. Arthur, Esq. (emails: matt.barr@weil.com, david.griffiths@weil.com, and candace.arthur@weil.com)) and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, Wilmington, Delaware 19801 (Attn: Laura Davis Jones, Esq. (email: ljones@pszjlaw.com)); and

- (iii) Counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Todd C. Meyers, Esq., David M. Posner, Esq., and Kelly Moynihan, Esq. (emails: tmeyers@kilpatricktownsend.com, dposner@kilpatricktownsend.com, and kmoynihan@kilpatricktownsend.com)), Kilpatrick Townsend & Stockton LLP, 700 Louisiana Street, Suite 4300, Houston, Texas 77002 (Attn: Lenard M. Parkins, Esq. (email: lparkins@kilpatricktownsend.com)), and Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington, Delaware 19899 (Attn: Jeremy W. Ryan, Esq., Christopher M. Samis, Esq., and D. Ryan Slauch, Esq. (emails: jryan@potteranderson.com, csamis@potteranderson.com, and rslauch@potteranderson.com)); and
- (iv) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Juliet M. Sarkessian, Esq. (email: Juliet.M.Sarkessian@usdoj.gov)).

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a Solicitation Package or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, by: (i) calling the Debtors' restructuring hotline at (888) 830-4659; (ii) visiting the Debtors' restructuring website at: [www.kccllc.net/EmergeEnergy](http://www.kccllc.net/EmergeEnergy); and/or (iii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE.**

Wilmington, Delaware  
[\_\_\_], 2019

**LATHAM & WATKINS LLP**

Attn: George A. Davis  
Attn: Keith A. Simon  
Attn: Hugh K. Murtagh  
Attn: Liza L. Burton  
885 Third Avenue  
New York, New York 10022-4834  
Fax: 212-751-4864

**RICHARDS, LAYTON & FINGER, P.A.**

Attn: John H. Knight  
Attn: Paul N. Heath  
Attn: Zachary I. Shapiro  
Attn: Brett M. Haywood  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801  
Fax: 302-651-7701

*Co-Counsel to the Debtors*

**THE PLAN CONTAINS THE FOLLOWING RELEASE, EXCULPATION AND  
INJUNCTION PROVISIONS.**

**YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.**

**Release of Claims and Causes of Action**

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “**Debtor Releasing Parties**”) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “**Debtor Release**”) from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; **provided, however,** that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other

than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release By Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim

or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

### 3. Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims, Causes of Action or Released and Settled Claim arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or

Consummation of the Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

#### 4. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

**EXHIBIT 3-A**

**Ballot for Holders of  
Class 5 Prepetition Notes Claims**

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

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

**BALLOT FOR VOTING ON THE ABOVE-CAPTIONED DEBTORS' CHAPTER 11  
PLAN**

**Class 5 – Prepetition Notes Claims**

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PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR  
COMPLETING THIS BALLOT CAREFULLY BEFORE COMPLETING THIS BALLOT.

**THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO THAT  
IT IS ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT (KURTZMAN  
CARSON CONSULTANTS LLC) ON OR BEFORE 5:00 P.M. PREVAILING EASTERN  
TIME ON OCTOBER 17, 2019 (THE "VOTING DEADLINE") IN ACCORDANCE  
WITH THE FOLLOWING:**

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The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") are soliciting votes with respect to the Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 98] (as may be amended from time to time, the "**Plan**")<sup>2</sup> as set forth in the Disclosure Statement for the Plan [Docket No. 99] (as may be amended from time to time, the "**Disclosure Statement**"). The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to Bankruptcy Code Section 1125, by entry of an order on [ ● ], 2019 [Docket No. [ ● ]] (the "**Disclosure Statement Order**"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

You are receiving this Ballot because our records indicate that you are a direct Holder of a Class 5 Prepetition Notes Claim, as of the Voting Record Date (the close of business on September 9, 2019). Accordingly, you have a right to (i) vote to accept or reject the Plan as provided in Item 2 below, and (ii) opt-out of the Third Party Release as provided in Item 2 below.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, Disclosure Statement Order and certain other materials) in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors' Voting and Claims Agent by: (i) visiting the Debtors' restructuring website at [www.kccllc.net/EmergeEnergy](http://www.kccllc.net/EmergeEnergy); (ii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (iii) calling the Debtors' restructuring hotline at 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers). You may also obtain these documents and any other pleadings filed in the Debtors' chapter 11 cases (for a fee) via PACER at [www.deb.uscourts.gov](http://www.deb.uscourts.gov) or free of charge at [www.kccllc.net/EmergeEnergy](http://www.kccllc.net/EmergeEnergy).

This Ballot may not be used for any purpose other than (i) for casting votes to accept or reject the Plan, and (ii) opting out of the Third Party Release. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5 – Prepetition Notes Claims under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. To have your vote counted, you must complete, sign and return this Ballot to the Voting and Claims Agent by the Voting Deadline.

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date (the close of business on September 9, 2019), the undersigned was the Holder of Class 5 – Prepetition Notes Claims against the Debtors in the following unpaid amount (insert unpaid amount in box below if not already completed):

\$ _____
----------

**Item 2. Vote on Plan.**

The Holder of the Class 5 – Prepetition Notes Claims against the Debtors set forth in Item 1 above votes to (please check one box below):

<input type="checkbox"/> <b><u>ACCEPT</u></b> (vote FOR) the Plan	<input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Plan
---	---

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

Check the box below if you elect not to grant the Third Party Release contained in Article X.B.2 of the Plan. If you are not a signatory to the Restructuring Support Agreement, election to withhold consent is at your option. If you submit your Ballot with this box checked, then you will be deemed **NOT** to consent to the Third Party Release set forth in Article X.B.2 of the Plan. **PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.**

**PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.**

- OPT-OUT ELECTION:** The undersigned elects to opt-out of the Third Party Releases contained in Article X.B.2 of the Plan.

**Item 3. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- i. that either: (i) the undersigned is the Holder of the Class 5 Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 5 Claims being voted, and, in either case, has the full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- ii. that the undersigned has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- iii. that the undersigned has cast the same vote with respect to all Class 5 Claims in a single Class; and
- iv. that no other Ballots with respect to the amount of the Class 5 Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

Name of Holder:	
	(Print or Type)
Social Security or Federal Tax Identification Number:	
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Date Completed:	

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT  
PROMPTLY IN THE ENVELOPE PROVIDED TO:**

Emerge Energy Services LP Balloting Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, California 90245  
Telephone: 877-634-7165 (toll-free in US and  
Canada) or 424-236-7221 (for international callers)

**THIS BALLOT MUST BE ACTUALLY RECEIVED  
BY THE VOTING AND CLAIMS AGENT ON OR BEFORE:**

**5:00 P.M. PREVAILING EASTERN TIME ON OCTOBER 17, 2019.**

**BALLOTS SENT BY FACSIMILE, TELECOPY  
OR ELECTRONIC MAIL (OTHER THAN THROUGH THE VOTING  
AND CLAIMS AGENT'S ONLINE PORTAL IN ACCORDANCE  
WITH THE BELOW) WILL NOT BE ACCEPTED**

**In addition, to submit your Ballot via the Voting and Claims Agent's online portal, please visit [www.kccllc.net/EmergeEnergy](http://www.kccllc.net/EmergeEnergy). Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique E-Ballot ID#: \_\_\_\_\_**

**The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.**

**Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**Creditors who cast a Ballot using the Voting and Claims Agent's online portal should NOT also submit a paper Ballot.**

**Class 5 — Prepetition Notes Claims**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Ballot.
2. To ensure that your Ballot is counted, you **must either**: (i) complete and submit this hard copy Ballot, or (ii) vote through the Debtors’ online balloting portal accessible through the Debtors’ case website [www.kccllc.net/EmergeEnergy](http://www.kccllc.net/EmergeEnergy). **Ballots will not be accepted by facsimile or other electronic means (other than the online portal).**
3. **Use of Hard Copy Ballot.** To ensure that your vote is counted, you must complete the Ballot and take the following steps: (i) make sure that the information required by Item 1 above has been inserted (if you do not know the amount of your claim, please contact the Voting and Claims Agent); (ii) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; (iii) provide the information required by Item 4 above and; (iv) sign, date and return an original of your Ballot to the address set forth on the enclosed pre-addressed envelope.
4. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at [www.kccllc.net/EmergeEnergy](http://www.kccllc.net/EmergeEnergy). You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**
5. If a Ballot is received after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
  - i. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - ii. any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - iii. any Ballot cast for a claim that is not listed on the Schedules, or that is scheduled at zero, in an unknown amount, or, in whole or in part, as unliquidated, contingent, or disputed, and for which no proof of claim was timely filed;

- iv. any Ballot that is properly completed, executed and timely filed, but (i) does not indicate an acceptance or rejection of the Plan, (ii) indicates both an acceptance and rejection of the Plan, or (iii) partially accepts and partially rejects the Plan;
  - v. any Ballot submitted by facsimile, telecopy or electronic mail (other than the Voting and Claims Agent's online portal);
  - vi. any unsigned Ballot;
  - vii. any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee, or the Debtors' financial or legal advisors; and/or
  - viii. any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.
6. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
7. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
8. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.
9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to (i) vote to accept or reject the Plan, and (ii) opt-out of the Third Party Release. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
10. This Ballot does not constitute, and shall not be deemed to be, (i) a Proof of Claim or (ii) an assertion or admission of a Claim.
11. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on

behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

12. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot you received.

**PLEASE MAIL YOUR BALLOT PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,  
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,**

**PLEASE CALL THE VOTING AND CLAIMS AGENT AT: 877-634-7165 (TOLL-FREE  
IN US AND CANADA) OR 424-236-7221 (FOR INTERNATIONAL CALLERS).**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE  
THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M.  
PREVAILING EASTERN TIME ON OCTOBER 17, 2019, THEN YOUR VOTE  
TRANSMITTED HEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR  
ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR  
THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE  
MAILED HEREWITH.

**RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED  
IN THE PLAN**

**Release of Claims and Causes of Action**

1. ***Release by the Debtors and their Estates.*** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “**Debtor Releasing Parties**”) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “**Debtor Release**”) from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; **provided, however,** that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases,

indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release By Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or

preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

### 3. Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims, Causes of Action or Released and Settled Claim arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of the Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from

willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

#### 4. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

**EXHIBIT 3-B**

**Ballot for Holders of  
Class 6 General Unsecured Claims**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**BALLOT FOR VOTING ON THE ABOVE-CAPTIONED DEBTORS' CHAPTER 11  
PLAN**

**Class 6 – General Unsecured Claims**

---

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR  
COMPLETING THIS BALLOT CAREFULLY BEFORE COMPLETING THIS  
BALLOT.**

**THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO THAT  
IT IS ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT (KURTZMAN  
CARSON CONSULTANTS LLC) ON OR BEFORE 5:00 P.M. PREVAILING EASTERN  
TIME ON OCTOBER 17, 2019 (THE "VOTING DEADLINE") IN ACCORDANCE  
WITH THE FOLLOWING:**

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The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") are soliciting votes with respect to the Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 98] (as may be amended from time to time, the "**Plan**")<sup>2</sup> as set forth in the Disclosure Statement for the Plan [Docket No. 99] (as may be amended from time to time, the "**Disclosure Statement**"). The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to Bankruptcy Code Section 1125, by entry of an order on [ ● ], 2019 [Docket No. [ ● ]] (the "**Disclosure Statement Order**"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

You are receiving this Ballot because our records indicate that you are a direct Holder of a Class 6 General Unsecured Claim, as of the Voting Record Date (the close of business on September 9, 2019). Accordingly, you have a right to (i) vote to accept or reject the Plan as provided in Item 2 below, and (ii) opt-out of the Third Party Release as provided in Item 2 below.

Your rights are described in the Disclosure Statement, which is included (along with the Plan, Disclosure Statement Order and certain other materials) in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors' Voting and Claims Agent by: (i) visiting the Debtors' restructuring website at [www.kccllc.net/EmergeEnergy](http://www.kccllc.net/EmergeEnergy); (ii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (iii) calling the Debtors' restructuring hotline at 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers). You may also obtain these documents and any other pleadings filed in the Debtors' chapter 11 cases (for a fee) via PACER at [www.deb.uscourts.gov](http://www.deb.uscourts.gov) or free of charge at [www.kccllc.net/EmergeEnergy](http://www.kccllc.net/EmergeEnergy).

This Ballot may not be used for any purpose other than (i) for casting votes to accept or reject the Plan, and (ii) opting out of the Third Party Release. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 6 – General Unsecured Claims under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote or affirmatively vote to reject the Plan. To have your vote counted, you must complete, sign and return this Ballot to the Voting and Claims Agent by the Voting Deadline.

**IMPORTANT NOTICE REGARDING TREATMENT FOR HOLDERS OF  
CLASS 6 GENERAL UNSECURED CLAIMS**

**IF AND ONLY IF CLASS 6 VOTES TO ACCEPT THE PLAN, THEN:**

- Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 6 Claim is an Allowed Class 6 Claim as of the Effective Date or (ii) the next Subsequent Distribution Date after the date on which such Class 6 Claim becomes an Allowed Class 6 Claim, each Holder of an Allowed Class 6 Claim shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 6 Claim, its Pro Rata share of (1) 5.0% of the New Limited Partnership Interests issued and outstanding on the Effective Date prior to dilution by the New Management Incentive Plan Equity and any issuances pursuant to the New Warrants and (2) New Warrants representing 10.0% of the New Limited Partnership Interests issued and outstanding on the Effective Date prior to dilution by the New Management Incentive Plan Equity.

**IF AND ONLY IF CLASS 6 VOTES TO REJECT THE PLAN, THEN:**

- On the Effective Date, the Class 6 Claims will be discharged without further notice to, approval of or action by any Person or Entity, **and each Holder of a Class 6 Claim shall not receive any distribution or retain any property on account of such Class 6 Claim.**

“**New Limited Partnership Interests**” means the new limited partnership interests in Reorganized Emerge LP to be issued on and as of the Effective Date to the Prepetition Noteholders and, subject to the terms and conditions of the Plan, certain other Holders.

“**New Management Incentive Plan Equity**” means a post-Effective Date equity incentive plan providing for the issuance from time to time, as approved by the New Board, of New Limited Partnership Interests to those individuals involved in day-to-day management of the Reorganized Debtors. The New Board shall determine allocation and other terms of the New Management Incentive Plan.

“**New Warrants**” means the warrants contemplated under the New Warrants Agreement.

“**New Warrants Agreement**” means the warrant agreement Filed with the Plan Supplement, which warrant agreement shall contain terms and conditions consistent in all respects with those set forth on the New Warrants Term Sheet and, to the extent any terms and conditions are not set forth on or contemplated therein, such other terms and conditions as are acceptable to the Special Restructuring Committee, the Majority Noteholders, and the other applicable parties to the Restructuring Support Agreement in the manner set forth therein.

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date (the close of business on September 9, 2019), the undersigned was the Holder of Class 6 – General Unsecured Claims against the Debtors in the following unpaid amount (insert unpaid amount in box below if not already completed):

\$ _____
----------

**Item 2. Vote on Plan.**

The Holder of the Class 6 – General Unsecured Claims against the Debtors set forth in Item 1 above votes to (please check one box below):

**PRIOR TO VOTING ON THE PLAN, PLEASE REVIEW THE “IMPORTANT NOTICE REGARDING TREATMENT FOR HOLDERS OF CLASS 6 GENERAL UNSECURED CLAIMS” INCLUDED IN THIS DISTRIBUTION.** Please be advised that if and only if Class 6 votes to **REJECT** the Plan then: On the Effective Date, the Class 6 Claims will be discharged without further notice to, approval of or action by any Person or Entity, **and each Holder of a Class 6 Claim shall not receive any distribution or retain any property on account of such Class 6 Claim.**

<input type="checkbox"/> <b><u>ACCEPT</u></b> (vote FOR) the Plan	<input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Plan
---	---

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

Check the box below if you elect not to grant the Third Party Release contained in Article X.B.2 of the Plan. If you are not a signatory to the Restructuring Support Agreement, election to withhold consent is at your option. If you submit your Ballot with this box checked, then you will be deemed **NOT** to consent to the Third Party Release set forth in Article X.B.2 of the Plan. **PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.**

**PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION**

**ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.**

- |   |
|---|
| <p><input type="checkbox"/> <b>OPT-OUT ELECTION:</b> The undersigned elects to opt-out of the Third Party Releases contained in Article X.B.2 of the Plan</p> |
|---|

**Item 3. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- i. that either: (i) the undersigned is the Holder of the Class 6 Claims being voted; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 6 Claims being voted, and, in either case, has the full power and authority to vote to accept or reject the Plan with respect to the Claims identified in Item 1 above;
- ii. that the undersigned has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- iii. that the undersigned has cast the same vote with respect to all Class 6 Claims in a single Class; and
- iv. that no other Ballots with respect to the amount of the Class 6 Claims identified in Item 1 above have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier Ballots are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Social Security or Federal Tax Identification Number:	_____
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____
	_____
	_____
Date Completed:	_____

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:**

Emerge Energy Services LP Balloting Center  
c/o Kurtzman Carson Consultants LLC  
N. Pacific Coast Highway, Suite 300,  
El Segundo, California 90245  
Telephone: 877-634-7165 (toll-free in US and  
Canada) or 424-236-7221 (for international callers)

THIS BALLOT MUST BE **ACTUALLY RECEIVED**  
BY THE VOTING AND CLAIMS AGENT ON OR BEFORE:

**5:00 P.M. PREVAILING EASTERN TIME ON OCTOBER 17, 2019.**

**BALLOTS SENT BY FACSIMILE, TELECOPY  
OR ELECTRONIC MAIL (OTHER THAN THROUGH THE VOTING  
AND CLAIMS AGENT'S ONLINE PORTAL IN ACCORDANCE  
WITH THE BELOW) WILL NOT BE ACCEPTED**

In addition, to submit your Ballot via the Voting and Claims Agent's online portal, please visit <http://www.kccllc.net/EmergeEnergy>. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_

The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the Voting and Claims Agent's online portal should NOT also submit a paper Ballot.

<b>Class 6 — General Unsecured Claims</b>
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**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Ballot.
2. To ensure that your Ballot is counted, you **must either**: (i) complete and submit this hard copy Ballot or (ii) vote through the Debtors’ online balloting portal accessible through the Debtors’ case website <http://www.kccllc.net/EmergeEnergy>. **Ballots will not be accepted by facsimile or other electronic means (other than the online portal)**
3. **Use of Hard Copy Ballot.** To ensure that your vote is counted, you must complete the Ballot and take the following steps: (i) make sure that the information required by Item 1 above has been inserted (if you do not know the amount of your claim, please contact the Voting and Claims Agent); (ii) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 above; (iii) provide the information required by Item 4 above and; (iv) sign, date and return an original of your Ballot to the address set forth on the enclosed pre-addressed envelope.
4. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <http://www.kccllc.net/EmergeEnergy>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal)**
5. If a Ballot is received after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
  - i. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - ii. any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - iii. any Ballot cast for a claim that is not listed on the Schedules, or that is scheduled at zero, in an unknown amount, or, in whole or in part, as unliquidated, contingent, or disputed, and for which no proof of claim was timely filed;

- iv. any Ballot that is properly completed, executed and timely filed, but (i) does not indicate an acceptance or rejection of the Plan, (ii) indicates both an acceptance and rejection of the Plan, or (iii) partially accepts and partially rejects the Plan;
  - v. any Ballot submitted by facsimile, telecopy or electronic mail (other than the Voting and Claims Agent's online portal);
  - vi. any unsigned Ballot;
  - vii. any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee, or the Debtors' financial or legal advisors; and/or
  - viii. any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.
6. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
  7. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
  8. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Further, if a Holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes.
  9. The Ballot is not a letter of transmittal and may not be used for any purpose other than to (i) vote to accept or reject the Plan and (ii) opt-out of the Third Party Release. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
  10. This Ballot does not constitute, and shall not be deemed to be, (i) a Proof of Claim or (ii) an assertion or admission of a Claim.
  11. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on

behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

12. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot you received.

**PLEASE MAIL YOUR BALLOT PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,  
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,**

**PLEASE CALL THE VOTING AND CLAIMS AGENT AT: 877-634-7165 (TOLL-FREE  
IN US AND CANADA) OR 424-236-7221 (FOR INTERNATIONAL CALLERS).**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE  
THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M.  
PREVAILING EASTERN TIME ON OCTOBER 17, 2019, THEN YOUR VOTE  
TRANSMITTED HEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR  
ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR  
THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE  
MAILED HEREWITH.

**RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE  
PLAN**

**Release of Claims and Causes of Action**

1. ***Release by the Debtors and their Estates.*** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “**Debtor Releasing Parties**”) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “**Debtor Release**”) from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; **provided, however,** that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases,

indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release By Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or

preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

### 3. Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims, Causes of Action or Released and Settled Claim arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of the Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from

willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

4. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

**EXHIBIT 3-C**

**Opt-Out Ballot for Holders of  
Class 8 and Class 9 Old Equity Interests**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**BALLOT ON THE ABOVE-CAPTIONED DEBTORS' CHAPTER 11 PLAN**

**Class 8 and 9 – Old Equity Interests**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR  
COMPLETING THIS BALLOT CAREFULLY **BEFORE** COMPLETING THIS  
BALLOT.

IF YOU WISH TO OPT-OUT OF THE THIRD PARTY RELEASES PURSUANT TO  
THE PLAN, THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED  
SO THAT IT IS **ACTUALLY RECEIVED** BY THE VOTING AND CLAIMS AGENT  
(KURTZMAN CARSON CONSULTANTS LLC) ON OR BEFORE 5:00 P.M.  
PREVAILING EASTERN TIME ON OCTOBER 17, 2019 (THE "**VOTING DEADLINE**")  
IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**") are soliciting votes with respect to the Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 98] (as may be amended from time to time, the "**Plan**")<sup>2</sup> as set forth in the Disclosure Statement for the Plan [Docket No. 99] (as may be amended from time to time, the "**Disclosure Statement**"). The Bankruptcy Court has approved the Disclosure Statement as containing adequate information pursuant to Bankruptcy Code Section 1125, by entry of an order on [ ● ], 2019 [Docket No. [ ● ]] (the "**Disclosure Statement Order**"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

You are receiving this Ballot because our records indicate that you are a direct Holder of a Class 8 or 9 Old Equity Interest, as of the Voting Record Date (the close of business on September 9, 2019). Accordingly, you have a right to opt-out of the Third Party Releases contained in the Plan. **Please be advised that by checking the box to opt-out of the Third Party Release in Item 2 below, you will not receive a release from the Non-Debtor Releasing Parties pursuant to Article X.B.2 of the Plan.**

Your rights are described in the Disclosure Statement, which is included (along with the Plan, Disclosure Statement Order and certain other materials) in the Solicitation Package you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact the Debtors' Voting and Claims Agent by: (i) visiting the Debtors' restructuring website at [www.kccllc.net/EmergeEnergy](http://www.kccllc.net/EmergeEnergy); (ii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; and/or (iii) calling the Debtors' restructuring hotline at 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers). You may also obtain these documents and any other pleadings filed in the Debtors' chapter 11 cases (for a fee) via PACER at [www.deb.uscourts.gov](http://www.deb.uscourts.gov).

This Ballot may not be used for any purpose other than for accepting or electing to opt-out of the Third Party Releases contained in the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent immediately at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you complete this Ballot. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Equity Interest. Your Equity Interest has been placed in Class 8 or 9 – Old Equity Interests under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you even though you are not entitled to vote on the Plan and are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. As described further below, in order to opt-out of the Third Party Releases, you must complete, sign and return this Ballot to the Voting and Claims Agent by the Voting Deadline.

**Item 1. Amount of Equity Interest.**

The undersigned hereby certifies that as of the Voting Record Date (the close of business on September 9, 2019), the undersigned was a Holder of Class 8 or 9 – Old Equity Interests.

**Item 2. Opt-Out of Third Party Release.**

**IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES**

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

Check the box below if you elect not to grant the Third Party Release contained in Article X.B.2 of the Plan. If you are not a signatory to the Plan Support Agreement, election to withhold consent is at your option. If you submit your Ballot with this box checked, then you will be deemed **NOT** to consent to the Third Party Release set forth in Article X.B.2 of the Plan. PLEASE BE ADVISED THAT BY NOT CHECKING THE BOX BELOW YOU ELECT TO GRANT THE THIRD-PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. PLEASE ALSO BE ADVISED THAT BY CHECKING THE BOX, YOU WILL **NOT** RECEIVE A RELEASE FROM THE NON-DEBTOR RELEASING PARTIES PURSUANT TO ARTICLE X.B.2 OF THE PLAN. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

- OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Releases contained in Article X.B.2 of the Plan.

**Item 3. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- i. that either: (i) the undersigned is the Holder of the Class 8 or 9 Old Equity Interests; or (ii) the undersigned is an authorized signatory for an Entity that is a Holder of the Class 8 or 9 Old Equity Interests, and, in either case, has the full power and authority to elect to opt-out of the Third Party Releases;

- ii. that the undersigned has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- iii. that the undersigned has made the same election with respect to all Class 8 or 9 Old Equity Interests in a single Class; and
- iv. that no other Ballots with respect to your Class 8 or 9 Old Equity Interests have been cast or, if any other Ballots have been cast with respect to such Equity Interest, then any such earlier Ballots are hereby revoked.

Name of Holder:	
	(Print or Type)
Social Security or Federal Tax Identification Number:	
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Date Completed:	

No fees, commissions or other remuneration will be payable to any person for soliciting votes on the Plan.

If your address or contact information has changed, please note the new information here.

**PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:**

Emerge Energy Services LP Balloting Center  
 c/o Kurtzman Carson Consultants LLC  
 222 N. Pacific Coast Highway, Suite 300  
 El Segundo, California 90245  
 Telephone: 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers)

**THIS BALLOT MUST BE ACTUALLY RECEIVED  
BY THE VOTING AND CLAIMS AGENT ON OR BEFORE:**

**5:00 P.M. PREVAILING EASTERN TIME ON OCTOBER 17, 2019.**

**BALLOTS SENT BY FACSIMILE, TELECOPY  
OR ELECTRONIC MAIL (OTHER THAN THROUGH THE VOTING  
AND CLAIMS AGENT'S ONLINE PORTAL IN ACCORDANCE  
WITH THE BELOW) WILL NOT BE ACCEPTED**

**In addition, to submit your Ballot via the Voting and Claims Agent's online portal, please visit <http://www.kccllc.net/EmergeEnergy>. Click on the "E-Ballot" section of the website and follow the instructions to submit your Ballot.**

**IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:**

**Unique E-Ballot ID#: \_\_\_\_\_**

**The Voting and Claims Agent's online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.**

**Each E-Ballot ID# is to be used solely for making an election to opt-out of the Third Party Release. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.**

**Equity Interest Holders who cast a Ballot using the Voting and Claims Agent's online portal should NOT also submit a paper Ballot.**

**Class 8 and 9 — Old Equity Interests**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are providing Holders of Class 8 and 9 Equity Interests with the opportunity to elect to opt-out of the Third Party Releases contained in the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Ballot.
2. To ensure that your Ballot is counted, you ***must either***: (i) complete and submit this hard copy Ballot or (ii) opt-out of the Third Party Releases through the Debtors’ online balloting portal accessible through the Debtors’ case website <http://www.kccllc.net/EmergeEnergy>. **Ballots will not be accepted by facsimile or other electronic means (other than the online portal).**
3. **Use of Hard Copy Ballot.** To ensure that your election is counted, you must complete the Ballot and take the following steps: (i) clearly indicate your decision to opt-out of the Third Party Release if you wish to do so by checking the box provided in Item 2 above; (ii) provide the information required by Item 3 above and; (iii) sign, date and return an original of your Ballot to the address set forth on the enclosed pre-addressed envelope.
4. **Use of Online Ballot Portal.** To ensure that your electronic is counted, please follow the instructions of the Debtors’ case administration website at <http://www.kccllc.net/EmergeEnergy>. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online portal).**
5. If you do not wish to opt-out of the Third Party Releases, you may either (i) return the Ballot without checking the box provided in Item 2 above, or (ii) not return the Ballot to the Voting and Claims Agent by the Voting Deadline.
6. If a Ballot is received after the Voting Deadline, it will not be counted, unless the Debtors have granted an extension of the Voting Deadline in writing with respect to such Ballot. Additionally, the following Ballots will **NOT** be counted:
  - i. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - ii. any Ballot submitted by facsimile, telecopy or electronic mail (other than the Voting and Claims Agent’s online portal);
  - iii. any unsigned Ballot;

- iv. any Ballot sent to the Debtors, the Debtors' agents/representatives (other than the Voting and Claims Agent), any indenture trustee, or the Debtors' financial or legal advisors; and/or
  - v. any Ballot not cast in accordance with the procedures approved in the Disclosure Statement Order.
7. The method of delivery of Ballots to the Voting and Claims Agent is at the election and risk of each Holder of an Equity Interest. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent **actually receives** the originally executed Ballot. Instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders use an overnight or hand delivery service. In all cases, Holders should allow sufficient time to assure timely delivery.
  8. If multiple Ballots are received from the same Holder of an Equity Interest with respect to the same Equity Interest prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballots.
  9. You must make the same election for all of your Equity Interests within a particular Class either to accept or opt-out of the Third Party Releases and may not split your election.
  10. The Ballot is not a letter of transmittal and may not be used for any purpose other than to elect to accept or opt-out of the Third Party Releases contained in the Plan. Accordingly, at this time, Holders of Equity Interests should not surrender certificates or instruments representing or evidencing their Equity Interests, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
  11. This Ballot does not constitute, and shall not be deemed to be, (i) a proof of interest, or (ii) an assertion or admission that you hold an Equity Interest.
  12. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
  13. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot you received.

**PLEASE MAIL YOUR BALLOT PROMPTLY!**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT,  
THESE INSTRUCTIONS OR THE PROCEDURES FOR MAKING AN ELECTION,  
PLEASE CALL THE VOTING AND CLAIMS AGENT AT: 877-634-7165 (TOLL-FREE  
IN US AND CANADA) OR 424-236-7221 (FOR INTERNATIONAL CALLERS).**

**IF THE VOTING AND CLAIMS AGENT DOES NOT ACTUALLY RECEIVE  
THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS 5:00 P.M.  
PREVAILING EASTERN TIME ON OCTOBER 17, 2019, THEN YOUR ELECTION  
TRANSMITTED HEREBY WILL NOT BE COUNTED.**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR  
ADVICE, OR TO MAKE ANY REPRESENTATION, REGARDING THE DEBTORS OR  
THE PLAN, OTHER THAN WHAT IS CONTAINED IN THE SOLICITATION PACKAGE  
MAILED HEREWITH.

**RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN**

**Release of Claims and Causes of Action**

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the **“Debtor Releasing Parties”**) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the **“Debtor Release”**) from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; **provided, however,** that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of

such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release By Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements

between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

### 3. Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims, Causes of Action or Released and Settled Claim arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of the Plan; provided, however, that the foregoing provisions of this

exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

4. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

**EXHIBIT 4**

**Unimpaired Claims/Equity Notice**

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

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

**NOTICE OF NON-VOTING STATUS TO HOLDERS OF UNCLASSIFIED CLAIMS  
AND HOLDERS OF UNIMPAIRED CLAIMS DEEMED TO ACCEPT THE PLAN**

PLEASE TAKE NOTICE THAT on July 25, 2019, Emerge Energy Services LP and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed their (i) Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 98] (as may be amended from time to time, the “**Plan**”) and (ii) Disclosure Statement for the Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 99] (as may be amended from time to time, the “**Disclosure Statement**”).<sup>2</sup> On [ ● ], 2019, the Bankruptcy Court entered an Order (i) Approving the Disclosure Statement, (ii) Establishing the Voting Record Date, Voting Deadline and Other Dates, (iii) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (iv) Approving the Manner and Forms of Notice and Other Related Documents and (v) Granting Related Relief [Docket No. [ ● ]] (the “**Disclosure Statement Order**”).

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Claim under the Plan, you are not entitled to vote on the Plan. Specifically, you are not entitled to vote on the Plan because you have been identified as a Holder of a Claim that (as currently asserted against one or more of the Debtors) is either (i) an unclassified, non-voting claim pursuant to Bankruptcy Code Section 1123(a)(1), or (ii) unimpaired and therefore deemed to have accepted the Plan pursuant to Bankruptcy Code Section 1126(f).

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the Confirmation Hearing to consider confirmation of the Plan will commence at [ ● ] (**prevailing Eastern Time**) on **[October 24], 2019**, before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to Bankruptcy Code Section 1127, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **October 11, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the “**Plan Objection Deadline**”). Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court no later than the Plan Objection Deadline and served on the following parties listed below (the “**Notice Parties**”). **CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

**Notice Parties**

- (i) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834 (Attn: Keith A. Simon, Esq., Hugh K. Murtagh, Esq., and Liza L. Burton, Esq. (emails: keith.simon@lw.com, hugh.murtagh@lw.com, and liza.burton@lw.com)) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq. and Paul N. Heath, Esq. (emails: knight@rlf.com and heath@rlf.com));
- (ii) Counsel to the DIP Agent and the Prepetition Agents, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: David N. Griffiths) and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, Wilmington, Delaware 19801 (Attn: Laura Davis Jones, Esq. (email: ljones@pszjlaw.com); and
- (iii) Counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Todd C. Meyers, Esq., David M. Posner, Esq., and Kelly Moynihan, Esq. (emails: tmeyers@kilpatricktownsend.com, dposner@kilpatricktownsend.com, and kmoynihan@kilpatricktownsend.com)), Kilpatrick Townsend & Stockton LLP, 700 Louisiana Street, Suite 4300, Houston, Texas 77002 (Attn: Lenard M. Parkins, Esq. (email: lparkins@kilpatricktownsend.com)), and Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington,

Delaware 19899 (Attn: Jeremy W. Ryan, Esq., Christopher M. Samis, Esq., and D. Ryan Slaugh, Esq. (emails: jryan@potteranderson.com, csamis@potteranderson.com, and rslaug@potteranderson.com)); and

- (iv) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Juliet M. Sarkessian, Esq. (email: Juliet.M.Sarkessian@usdoj.gov)).

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a Solicitation Package or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, by: (i) calling the Debtors' restructuring hotline at 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers); (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/EmergeEnergy>; and/or (iii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE.**

Wilmington, Delaware  
[\_\_\_\_], 2019

**LATHAM & WATKINS LLP**

Attn: George A. Davis  
Attn: Keith A. Simon  
Attn: Hugh K. Murtagh  
Attn: Liza L. Burton  
885 Third Avenue  
New York, New York 10022-4834  
Fax: 212-751-4864

**RICHARDS, LAYTON & FINGER, P.A.**

Attn: John H. Knight  
Attn: Paul N. Heath  
Attn: Zachary I. Shapiro  
Attn: Brett M. Haywood  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801  
Fax: 302-651-7701

*Co-Counsel to the Debtors*

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED  
IN THE PLAN

## Release of Claims and Causes of Action

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the **“Debtor Releasing Parties”**) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the **“Debtor Release”**) from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; **provided, however,** that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases,

indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release By Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or

preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

### 3. Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims, Causes of Action or Released and Settled Claim arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of the Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from

willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

#### 4. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

**EXHIBIT 5**

**Contract/Lease Notice**

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

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

**NOTICE TO CONTRACT AND LEASE COUNTERPARTIES**

**PLEASE TAKE NOTICE THAT** on July 25, 2019, Emerge Energy Services LP and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed their (i) Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 98] (as may be amended from time to time, the “**Plan**”) and (ii) Disclosure Statement for the Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 99] (as may be amended from time to time, the “**Disclosure Statement**”).<sup>2</sup> On [ ● ], 2019, the Bankruptcy Court entered an Order (i) Approving the Disclosure Statement, (ii) Establishing the Voting Record Date, Voting Deadline and Other Dates, (iii) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (iv) Approving the Manner and Forms of Notice and Other Related Documents and (v) Granting Related Relief [Docket No. [ ● ]] (the “**Disclosure Statement Order**”).

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because you or one of your affiliates is a counterparty to an executory contract or unexpired lease with one or more of the Debtors that has not been assumed or rejected as of the Voting Record Date (September 9, 2019).

**PLEASE TAKE FURTHER NOTICE THAT** the Confirmation Hearing to consider confirmation of the Plan will commence at [[ ● ] [\_.m.] (**prevailing Eastern Time**) on **[October 24], 2019**, before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to Bankruptcy Code Section 1127, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

**PLEASE TAKE FURTHER NOTICE THAT**, notwithstanding that you are not entitled to vote on the Plan, you are nevertheless a party in interest in the Debtors' Chapter 11 Cases and you are entitled to participate in the Debtors' chapter 11 cases, including by filing objections to confirmation of the Plan. The deadline for filing objections to the Plan is **October 11, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the "**Plan Objection Deadline**"). Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court no later than the Plan Objection Deadline and served on the following parties listed below (the "**Notice Parties**").

CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

**Notice Parties**

- (i) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834 (Attn: Keith A. Simon, Esq., Hugh K. Murtagh, Esq., and Liza L. Burton, Esq. (emails: keith.simon@lw.com, hugh.murtagh@lw.com, and liza.burton@lw.com)) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq. and Paul N. Heath, Esq. (emails: knight@rlf.com and heath@rlf.com));
- (ii) Counsel to the DIP Agent and the Prepetition Agents, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Matt S. Barr, Esq., David Griffiths, Esq., and Candace M. Arthur, Esq. (emails: matt.barr@weil.com, david.griffiths@weil.com, and candace.arthur@weil.com)) and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, Wilmington, Delaware 19801 (Attn: Laura Davis Jones, Esq. (email: ljones@pszjlaw.com)); and
- (iii) Counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Todd C. Meyers, Esq., David M. Posner, Esq., and Kelly Moynihan, Esq. (emails: tmeyers@kilpatricktownsend.com, dposner@kilpatricktownsend.com, and kmoynihan@kilpatricktownsend.com)), Kilpatrick Townsend & Stockton LLP, 700 Louisiana Street, Suite 4300, Houston, Texas 77002 (Attn: Lenard M. Parkins, Esq. (email: lparkins@kilpatricktownsend.com)), and Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington, Delaware 19899 (Attn: Jeremy W. Ryan, Esq., Christopher M. Samis, Esq., and D. Ryan Slauch, Esq. (emails: jryan@potteranderson.com, csamis@potteranderson.com, and rslauch@potteranderson.com)); and
- (iv) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Juliet M. Sarkessian, Esq. (email: Juliet.M.Sarkessian@usdoj.gov)).

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a Solicitation Package or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, by: (i) calling the Debtors' restructuring hotline at 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers); (ii) visiting the Debtors' restructuring

website at: <http://www.kccllc.net/EmergeEnergy>; and/or (iii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE.**

Wilmington, Delaware  
[\_\_\_\_], 2019

<p><b>LATHAM &amp; WATKINS LLP</b> Attn: George A. Davis Attn: Keith A. Simon Attn: Hugh K. Murtagh Attn: Liza L. Burton 885 Third Avenue New York, New York 10022-4834 Fax: 212-751-4864</p>	<p><b>RICHARDS, LAYTON &amp; FINGER, P.A.</b> Attn: John H. Knight Attn: Paul N. Heath Attn: Zachary I. Shapiro Attn: Brett M. Haywood One Rodney Square 920 North King Street Wilmington, Delaware 19801 Fax: 302-651-7701</p>
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*Co-Counsel to the Debtors*

**RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED  
IN THE PLAN**

**Release of Claims and Causes of Action**

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “Debtor Releasing Parties”) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of

such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release By Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements

between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

### 3. Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims, Causes of Action or Released and Settled Claim arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of the Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent

jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

#### 4. Injunction

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.**

**EXHIBIT 6**

**Confirmation Hearing Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**NOTICE OF (I) PLAN CONFIRMATION HEARING, (II) OBJECTION AND VOTING DEADLINES AND (C) SOLICITATION AND VOTING PROCEDURES**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY BE ENTITLED TO VOTE ON THE PLAN. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND DISCUSS IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

**TO: ALL HOLDERS OF CLAIMS AGAINST, AND HOLDERS OF EQUITY INTERESTS IN, EMERGE ENERGY SERVICES LP AND ITS AFFILIATE DEBTORS AND DEBTORS IN POSSESSION AND ALL OTHER PARTIES IN INTEREST IN THE ABOVE-CAPTIONED CHAPTER 11 CASES.**

**PLEASE TAKE NOTICE THAT** on July 25, 2019, Emerge Energy Services LP and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed their (i) Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 98] (as may be amended from time to time, the “**Plan**”) and (ii) Disclosure Statement for the Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 99] (as may be amended from time to time, the “**Disclosure Statement**”).<sup>2</sup> On [ ● ], 2019, the Bankruptcy Court entered an Order (i) Approving the Disclosure Statement, (ii) Establishing the Voting Record Date, Voting Deadline and Other Dates, (iii) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (iv) Approving the Manner and Forms of Notice and Other Related Documents and (v) Granting Related Relief [Docket No. [ ● ]] (the “**Disclosure Statement Order**”).

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors are soliciting acceptances of the Plan from Holders of Claims who are entitled to vote on the Plan. The Bankruptcy Court can confirm the Plan and bind all Holders of Claims and Equity Interests if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of Bankruptcy Code Section 1129(a). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (ii) otherwise satisfies the requirements of Bankruptcy Code Section 1129(b). If the Plan is confirmed by the Bankruptcy Court, it will be binding on all Holders of Claims and Equity Interests whether or not a particular Holder voted or affirmatively voted to reject the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the Confirmation Hearing to consider confirmation of the Plan will commence at [[ ● ] [ ].m.] (**prevailing Eastern Time**) on **[October 24], 2019**, before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to Bankruptcy Code Section 1127, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

**CRITICAL INFORMATION REGARDING VOTING ON THE PLAN**

1. In accordance with Bankruptcy Code Sections 1122 and 1123, the Plan contemplates classifying Holders of Claims and Equity Interests into various Classes for all purposes, including with respect to voting on the Plan, as follows:

<b>SUMMARY OF STATUS AND VOTING RIGHTS</b>			
<b><u>Class</u></b>	<b><u>Claim/Equity Interest</u></b>	<b><u>Status</u></b>	<b><u>Voting Rights</u></b>
1.	Other Priority Claims	Unimpaired	Deemed to Accept
2.	Other Secured Claims	Unimpaired	Deemed to Accept
3.	Secured Tax Claims	Unimpaired	Deemed to Accept
4.	Prepetition Credit Agreement Claims	Unimpaired	Deemed to Accept
5.	Prepetition Notes Claims	Impaired	<b><i>Entitled to Vote</i></b>
6.	General Unsecured Claims	Impaired	<b><i>Entitled to Vote</i></b>
7.	Intercompany Claims	Unimpaired	Deemed to Accept
8.	Old Emerge GP Equity Interests	Impaired	Deemed to Reject
9.	Old Emerge LP Equity Interests	Impaired	Deemed to Reject
10.	Old Affiliate Equity Interests	Unimpaired	Deemed to Accept

2. Voting Record Date. The Voting Record Date is **September 9, 2019**. The Voting Record Date is the date by which it will be determined which Holders of Claims in Classes 5 and 6, are entitled to vote on the Plan.

3. Voting Deadline. The deadline for voting on the Plan is **5:00 p.m. (prevailing Eastern Time) on October 17, 2019** (the "**Voting Deadline**"). If you hold a Claim against one or more of the Debtors as of the Voting Record Date and are entitled to vote to accept or reject the Plan, you should have received a Ballot, a Beneficial Holder Ballot, or a Master Ballot (as applicable) and corresponding voting instructions. For your vote to be counted, you must: (i) follow such voting instructions carefully, (ii) complete all the required information on the Ballot, Beneficial Holder Ballot, or Master Ballot, as applicable; and (iii) sign, date and return your completed Ballot, Beneficial Holder Ballot, or Master Ballot, as applicable, so that it is **actually received** by the Voting and Claims Agent according to and as set forth in detail in the voting instructions on or before the Voting Deadline. If you are instructed to return your Beneficial Holder Ballot to your Intermediary Record Owner, you must submit your completed ballot to your Intermediary Record Owner in enough time for your Intermediary Record Owner to send a Master Ballot recording your vote to the Voting and Claims Agent by the Voting Deadline. *A failure to follow such instructions may disqualify your vote.*

4. Temporary Allowance of Claims for Voting Purposes. Any Holder of a Claim against the Debtors for which the Debtors have filed an objection on or before **[●], 2019**, whether such objection related to the entire claim or a portion thereof, shall not be entitled to vote on the Plan and shall not be counted in determining whether the requirements of Bankruptcy Code Section 1126(c) have been met with respect to the Plan. Any Holder of a Classes 5 and 6 Claim against the Debtors for which such Holder has filed a proof of claim, which, in whole or in part, reflects an unliquidated or contingent claim, and which is not subject to an objection filed by the Debtors, shall have its entire claim temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00. If any such Holder of a Classes 5 and 6 Claim described in this paragraph 4 disagrees with the Debtors' classification or status of its Claim, then such Holder **MUST** file with the Bankruptcy Court and serve upon the Notice Parties listed below, on or before **4:00 p.m. (prevailing Eastern Time) on September 27, 2019** (the "**Resolution Deadline**"), a motion requesting temporary allowance of its Claim solely for voting purposes in accordance with Bankruptcy Rule 3018 (such motion, the "**Temporary Allowance Motion**"). No later than three (3) Business Days after the filing and service of such Temporary Allowance Motion, the Voting and Claims Agent will send such Holder a Solicitation Package, including the appropriate ballot, and a pre-addressed, postage pre-paid envelope, which such Holder must then return its ballot according to the instructions attached thereto so it is **actually received** by the Voting and Claims Agent on or before the Voting Deadline. Please be advised that the Debtors reserve all of their rights and objections regarding any and all Temporary Allowance Motions that may be filed with the Bankruptcy Court and that the distribution of a Solicitation Package is not and shall not constitute a waiver or release of such rights and objections.

**CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN**

**ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.**

5. Plan Objection Deadline. The deadline for filing objections to the Plan is **October 11, 2019 at 4:00 p.m. (prevailing Eastern Time)** (the "**Plan Objection Deadline**").

6. Objections to the Plan. Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court no later than the Plan Objection Deadline and served on the parties listed below (the “**Notice Parties**”). CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.

#### Notice Parties

- (i) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834 (Attn: Keith A. Simon, Esq., Hugh K. Murtagh, Esq., and Liza L. Burton, Esq. (emails: keith.simon@lw.com, hugh.murtagh@lw.com, and liza.burton@lw.com)) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq. and Paul N. Heath, Esq. (emails: knight@rlf.com and heath@rlf.com));
- (ii) Counsel to the DIP Agent and the Prepetition Agents, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Matt S. Barr, Esq., David Griffiths, Esq., and Candace M. Arthur, Esq. (emails: matt.barr@weil.com, david.griffiths@weil.com, and candace.arthur@weil.com)) and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, Wilmington, Delaware 19801 (Attn: Laura Davis Jones, Esq. (email: ljones@pszjlaw.com)); and
- (iii) Counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Todd C. Meyers, Esq., David M. Posner, Esq., and Kelly Moynihan, Esq. (emails: tmeyers@kilpatricktownsend.com, dposner@kilpatricktownsend.com, and kmoynihan@kilpatricktownsend.com)), Kilpatrick Townsend & Stockton LLP, 700 Louisiana Street, Suite 4300, Houston, Texas 77002 (Attn: Lenard M. Parkins, Esq. (email: lparkins@kilpatricktownsend.com)), and Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington, Delaware 19899 (Attn: Jeremy W. Ryan, Esq., Christopher M. Samis, Esq., and D. Ryan Slauch, Esq. (emails: jryan@potteranderson.com, csamis@potteranderson.com, and rslauch@potteranderson.com)); and
- (iv) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Juliet M. Sarkessian, Esq. (email: Juliet.M.Sarkessian@usdoj.gov)).

#### ADDITIONAL INFORMATION

7. Obtaining Solicitation Materials. If you would like to obtain a Solicitation Package or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors’ Voting and Claims Agent, Kurtzman Carson Consultants LLC, by: (i) calling the Debtors’ restructuring hotline at 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers); (ii) visiting the Debtors’ restructuring website at: <http://www.kccllc.net/EmergeEnergy>; and/or (iii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at

<http://www.kccllc.net/EmergeEnergy>. Please be advised that the Voting and Claims Agent is authorized to answer questions and provide additional copies of solicitation materials but may not advise you as to whether you should vote to accept or reject the Plan.

8. **Filing the Plan Supplement.** The Debtors will file the Plan Supplement no fewer than seven (7) days prior to the Plan Objection Deadline and will serve the Plan Supplement on all parties that have filed requests for notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of such filing date and on such parties directed by the Court pursuant to the Disclosure Statement Order. Copies of the Plan Supplement may be obtained in the manner set forth in paragraph 7 above.

9. **THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THE PROVISIONS ARE SET FORTH AT THE END OF THIS NOTICE. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.**

Wilmington, Delaware  
[\_\_\_\_], 2019

<b>LATHAM &amp; WATKINS LLP</b> Attn: George A. Davis Attn: Keith A. Simon Attn: Hugh K. Murtagh Attn: Liza L. Burton 885 Third Avenue New York, New York 10022-4834 Fax: 212-751-4864	<b>RICHARDS, LAYTON &amp; FINGER, P.A.</b> Attn: John H. Knight Attn: Paul N. Heath Attn: Zachary I. Shapiro Attn: Brett M. Haywood One Rodney Square 920 North King Street Wilmington, Delaware 19801 Fax: 302-651-7701
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*Co-Counsel to the Debtors*

**RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED  
IN THE PLAN**

**Release of Claims and Causes of Action**

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “Debtor Releasing Parties”) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of

such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release By Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements

between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

### 3. Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims, Causes of Action or Released and Settled Claim arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of the Plan; provided, however, that the foregoing provisions of this

exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

#### 4. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

**EXHIBIT 7**

**Notice of Limited Voting Status:  
Contingent, Unliquidated or Disputed Claims for which  
No Objection has been filed by the Debtors**

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

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

**NOTICE OF LIMITED VOTING STATUS TO HOLDERS OF CONTINGENT OR  
UNLIQUIDATED CLAIMS FOR WHICH NO OBJECTION HAS BEEN FILED**

**PLEASE TAKE NOTICE THAT** on July 25, 2019, Emerge Energy Services LP and its affiliate debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed their (i) Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 98] (as may be amended from time to time, the “**Plan**”) and (ii) Disclosure Statement for the Joint Plan of Reorganization for Emerge Energy Services LP and its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code [Docket No. 99] (as may be amended from time to time, the “**Disclosure Statement**”).<sup>2</sup> On [ ● ], 2019, the Bankruptcy Court entered an Order (i) Approving the Disclosure Statement, (ii) Establishing the Voting Record Date, Voting Deadline and Other Dates, (iii) Approving Procedures for Soliciting, Receiving and Tabulating Votes on the Plan and for Filing Objections to the Plan and (iv) Approving the Manner and Forms of Notice and Other Related Documents and (v) Granting Related Relief [Docket No. [ ● ]] (the “**Disclosure Statement Order**”).

**PLEASE TAKE FURTHER NOTICE THAT** you are receiving this notice because you are the Holder of a Claim that has filed a proof of claim, which, in whole or in part, reflects an unliquidated or contingent claim, but which is not subject to an objection filed by the Debtors. As a result, your vote will be counted for numerosity purposes and allowed in the amount of \$1.00 for voting purposes only. If you disagree with the Debtors’ classification or status of your Claim, then you **MUST** file with the Bankruptcy Court and serve upon the Notice Parties listed below, on or before 4:00 p.m. prevailing Eastern Time on [ ● ], 2019 (the “**Resolution Deadline**”), a motion requesting temporary allowance of your Claim solely for voting purposes in accordance with Bankruptcy Rule 3018 (such motion, the “**Temporary Allowance Motion**”). Provided that you are the Holder of a Claim in a voting class, no later than three (3) Business Days after the filing and service of such Temporary Allowance Motion, the Voting and Claims Agent will send you a Solicitation Package, including the appropriate ballot, and a pre-addressed, postage pre-paid envelope, which you must then return your ballot according to the instructions attached thereto so it is **actually received** by the Voting and Claims Agent on or before [ ● ],

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein will have the meanings set forth in the Plan.

2019 (the “**Voting Deadline**”). Please be advised that the Debtors reserve all of their rights and objections regarding any and all Temporary Allowance Motions that may be filed with the Bankruptcy Court and that the distribution of a Solicitation Package is not and shall not constitute a waiver or release of such rights and objections.

**PLEASE TAKE FURTHER NOTICE THAT** the Confirmation Hearing to consider confirmation of the Plan will commence at [[ ● ] [.]m.] (**prevailing Eastern Time**) on **[October 24], 2019**, before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 1, Wilmington, Delaware 19801. The Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on such parties as the Bankruptcy Court may order. Moreover, the Plan may be modified or amended, if necessary, pursuant to Bankruptcy Code Section 1127, prior to, during or as a result of the Confirmation Hearing, without further notice to parties in interest.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **October 17, 2019 at 4:00 p.m. prevailing Eastern Time** (the “**Plan Objection Deadline**”). Any objection to the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the Claim of such Entity; (iv) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court no later than the Plan Objection Deadline and served on the parties listed below (the “**Notice Parties**”). **CONFIRMATION OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

#### Notice Parties

- (i) Counsel to the Debtors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4834 (Attn: Keith A. Simon, Esq., Hugh K. Murtagh, Esq., and Liza L. Burton, Esq. (emails: keith.simon@lw.com, hugh.murtagh@lw.com, and liza.burton@lw.com)) and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801 (Attn: John H. Knight, Esq. and Paul N. Heath, Esq. (emails: knight@rlf.com and heath@rlf.com));
- (ii) Counsel to the DIP Agent and the Prepetition Agents, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Matt S. Barr, Esq., David Griffiths, Esq., and Candace M. Arthur, Esq. (emails: matt.barr@weil.com, david.griffiths@weil.com, and candace.arthur@weil.com)) and Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, Wilmington, Delaware 19801 (Attn: Laura Davis Jones, Esq. (email: ljones@pszjlaw.com)); and
- (iii) Counsel to the Committee, Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Todd C. Meyers, Esq., David M. Posner, Esq., and Kelly Moynihan, Esq. (emails: tmeyers@kilpatricktownsend.com, dposner@kilpatricktownsend.com, and kmoynihan@kilpatricktownsend.com)), Kilpatrick Townsend & Stockton LLP, 700 Louisiana Street, Suite 4300, Houston, Texas 77002 (Attn: Lenard M. Parkins, Esq. (email: lparkins@kilpatricktownsend.com)), and Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, P.O. Box 951, Wilmington, Delaware 19899 (Attn: Jeremy W. Ryan, Esq., Christopher M. Samis, Esq., and

D. Ryan Slauch, Esq. (emails: jryan@potteranderson.com, csamis@potteranderson.com, and rslaug@potteranderson.com)); and

- (iv) The Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801 (Attn: Juliet M. Sarkessian, Esq. (email: Juliet.M.Sarkessian@usdoj.gov)).

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a Solicitation Package or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors' Voting and Claims Agent, Kurtzman Carson Consultants LLC, by: (i) calling the Debtors' restructuring hotline at 877-634-7165 (toll-free in US and Canada) or 424-236-7221 (for international callers); (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/EmergeEnergy>; and/or (iii) writing to Emerge Energy Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <http://www.kccllc.net/EmergeEnergy>.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE.**

Wilmington, Delaware  
[\_\_\_\_], 2019

**LATHAM & WATKINS LLP**

Attn: George A. Davis  
Attn: Keith A. Simon  
Attn: Hugh K. Murtagh  
Attn: Liza L. Burton  
885 Third Avenue  
New York, New York 10022-4834  
Fax: 212-751-4864

**RICHARDS, LAYTON & FINGER, P.A.**

Attn: John H. Knight  
Attn: Paul N. Heath  
Attn: Zachary I. Shapiro  
Attn: Brett M. Haywood  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801  
Fax: 302-651-7701

*Co-Counsel to the Debtors*

**ARTICLE X OF THE PLAN CONTAINS THE FOLLOWING RELEASE,  
EXCULPATION AND INJUNCTION PROVISIONS.**

**YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.**

**Release of Claims and Causes of Action**

1. **Release by the Debtors and their Estates.** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in the Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “**Debtor Releasing Parties**”) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “**Debtor Release**”) from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; **provided, however,** that the foregoing provisions of this Debtor Release shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other

than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.B shall or shall be deemed to (i) prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors and/or (ii) operate as a release or waiver of any Intercompany Claims, in each case unless otherwise expressly provided for in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release By Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is thereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all claims, Causes of Action, Released and Settled Claims, Litigation Claims and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of the Debtors, including, without limitation, (i) the Chapter 11 Cases, the Disclosure Statement, the Plan, the Restructuring Support Agreement and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim

or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, (iv) the negotiation, formulation or preparation of the Restructuring Support Agreement, the Plan, the Disclosure Statement, the Plan Supplement, the Restructuring Documents, or related agreements, instruments or other documents, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive or release (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any Causes of Action relating to the MSHA Action (other than against a member of the Special Restructuring Committee); and/or (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court. The foregoing release shall be effective as of the Effective Date, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Third Party Release.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained under the Plan, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of the claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

### 3. Exculpation

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person or Entity for any claims, Causes of Action or Released and Settled Claim arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan, including the Restructuring Support Agreement, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or

Consummation of the Plan; provided, however, that the foregoing provisions of this exculpation shall not operate to waive or release: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; and/or (ii) the rights of any Person or Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or Final Order of the Bankruptcy Court; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions. The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in the Plan.

4. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, EXCULPATED OR TO BE EXCULPATED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED, OR EXCULPATED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.