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Chicago, IL 60601
(312) 589-7554
clauson@ussilica.com

May 22, 2015

Mr. Anthony Mackey
Oklahoma Water Resources Board (OWRB)
3800 N. Classen Boulevard
Oklahoma City, OK 73118

Re: Owned Acreage for MEPS Calculation
U.S. Silica Facility, 4800 Oklahoma Highway 1 North, Mill Creek, OK

Dear Mr. Mackey:

Per your meeting at the U.S. Silica facility with George Matthews, Plant Manager, on May 13, 2015, this letter has been prepared as a summary of the property U.S. Silica owns overlying the Arbuckle-Simpson Aquifer (ASA). Our understanding is that, due to our status as an exempt mine, we will receive a water allotment of 0.2 acre-feet per year for all of our owned property, whether that acreage has been dedicated for use under the groundwater permit.

The enclosed table shows acreage owned by U.S. Silica over the ASA. This acreage amount of 2160.37 acres was obtained from tax bills paid by U.S. Silica to the Johnston County and Murray County Treasurers. Using this total acreage, the new groundwater allotment is calculated to be approximately 432.074 acre-feet per year. U.S. Silica respectfully requests that our allotment allowance be adjusted upward to meet this calculated number.

If you have any questions or concerns regarding this report, please contact me at the above e-mail address and/or telephone number.

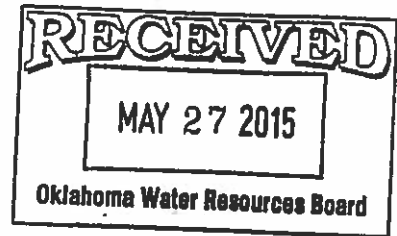
Sincerely,

A handwritten signature in black ink, appearing to read "David Clauson".

David Clauson
Senior Manager, Environmental Programs

Attachment: Acreage Summary Table
Cc: George Matthews, Mill Creek
file

Mr. Mackey
 May 14, 2015
 Page 2



| County | Acreage Owned | Description |
|--------------|----------------|---|
| Murray | 30.23 | Section 14 1N-4E, NE NE (EX. 9.77 A) |
| | 35.39 | Section 11 1N-4E, E2 E2 SE (EX. 4.61 A) |
| | 238.5 | Section 11 1N-4E W2 NW & SE NW & SW NE NW & SW NE & W2 NE NE (EX. 1.5 A) & E2 NW NE & N2 NW SE & NW NE SW |
| Johnston | 359.21 | Section 6-2S-5E & Lots 1, 2, 3 & 5/2 Lot 4 & NE NW NW & Lots 5, 6 East of HWY & NE SW & N 200' SE. Combined #'s 2-002-00 & 3-001-00 & 4-001-00 |
| | 74.24 | Section 11-1S-4E BEG SW/C SEC 11-1S-4E; TH E ALNG SEC LNE & CENTER-LINE OF COUNTY ROAD 736.82'; TH N 30' TO POB TH N 1300.0' E 2089.85' TO A PT ON W R/W LNE ST. LOUIS & SAN FRANCISCO RR; TH ALNG CUR TO LEFT HAV RAD 3107.93' & DELTA ANGLE OF 29 DEG 35' 1604.71' ALNG SAID RR R/W LNE & COUNTY ROAD R/W LNE TH W ALNG COUNTY ROAD R/W LNE 3000.00' TO POB |
| | 506.89 | Section 14-1S-4E E/2 E/2 NW AND NE NE S OF HY AND W/2 SW NE (LESS R/W) AND NE SE NE AND NW NE AND W/2 SE NE AND E/2 SW NE AND E/2 SE AND E/2 W/2 SE AND NW NW SE AND SE SE NE AND W/2 NW AND W/2 E/2 NW AND W/2 SW AND W/2 E/2 SW AND NE NE SW |
| | 40 | Section 14-1S-4E 1/3 INT IN NW SW SE AND SW NW SEN AND NE SE SW AND SE NE SW |
| | 80 | Section 22-1S-4E NW NE AND W/2 NE NE AND NE SW NE AND NW SE NE |
| | 20 | Section 22-1S-4E E/2 NE NE |
| | 160 | Section 23-1S-4ENW |
| | 82.08 | Section 10-1S-4E ALL THAT PART OF THE SE & OF THE E/2 SW LYING SOUTH OF THE CENTERLINE OF THE COUNTY ROAD |
| | 533.83 | Section 15-1S-4E E/2 & E/2 NW & 26.30 AC IN NW NW & SW LESS S 990' OF W 2310' |
| Total | 2160.37 | Source: Murray County Treasurer, Johnston County Treasurer |
| | 0.2 | acre-feet per year per acre |
| | 432.074 | calculated allotment |



March 20, 2020

Kent Wilkins, Chief of Planning and Management
Oklahoma Water Resources Board
3800 North Classen Boulevard
Oklahoma City, OK 73118-2855

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RE: **Groundwater Right 1974 0266**

Dear Mr. Wilkins,

US Silica would like to update the record of lands owned and leased over the Arbuckle Simpson Aquifer to be applied in the calculation of the company's maximum equal proportionate share (MEPS). No additional well is proposed or planned for the foreseeable future. The following supporting information is attached:

Attachment A Summary of Water Right Acreage by section
Attachment B Plats for each section detailed in Attachment A
Attachment C Lease of Groundwater Rights (David Byers)
Attachment D Lease of Groundwater Rights (Fob Jones)

Thank you very much for your help in this matter and do not hesitate to contact me if you require additional information.

Sincerely,

George W. Matthews
Plant Manager

CC: David Olchawa, US Silica (with Attachment A only)
Wes Penn, US Silica (with Attachment A only)

P.O. Box 36, 4800 State Highway 1 North, Mill Creek, OK 74856-0036

phone (800) 445-3950 (580) 384-5241 fax (580) 384-5216 web
www.ussilica.com

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**ATTACHMENT A
US SILICA**

**SUMMARY OF
WATER RIGHT ACREAGE**

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**NORTH PLANT
OWNED**

Dwg OK JO 002-1

| Tract Name | Acres | T - R | Section | | | | | Tract Acres | Water Right Acres | Water Right a-f | |
|----------------|-------|--------------|-----------|---------------------------------|--------|-----------------|--------|----------------|----------------------|--------------------|-------|
| Gist | 80 | 1S-4E | 10 | E 1/2 | SE 1/4 | | | 80.0 | 80.0 | 16.0 | |
| Gist | 20 | 1S-4E | 10 | E 1/2 | NW 1/4 | SE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Gist | 20 | 1S-4E | 10 | E 1/2 | SW 1/4 | SE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Johnson | 40 | 1S-4E | 10 | SE 1/4 | SW 1/4 | | | 40.0 | 40.0 | 8.0 | |
| Johnson | 40 | 1S-4E | 10 | NE 1/4 | SW 1/4 | | | 40.0 | 40.0 | 8.0 | |
| Johnson | 20 | 1S-4E | 10 | W 1/2 | NW 1/4 | SW 1/4 | | 20.0 | 20.0 | 4.0 | |
| Johnson | 10 | 1S-4E | 10 | NE 1/4 | NW 1/4 | SW 1/4 | | 10.0 | 10.0 | 2.0 | |
| Johnson | 10 | 1S-4E | 10 | SE 1/4 | NW 1/4 | SW 1/4 | | 10.0 | 10.0 | 2.0 | |
| Johnson | 20 | 1S-4E | 10 | W 1/2 | NW 1/4 | SE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Johnson | 20 | 1S-4E | 10 | W 1/2 | SW 1/4 | SE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Deeded to Long | (190) | 1S-4E | 10 | all unmined acres in Section 10 | | | | | | -190.0 | -38.0 |
| | | 1S-4E | 10 | | | | | 90.0 | 90.0 | 18.0 | |
| Freeze | 74 | 1S-4E | 11 | S 1/2 | SW 1/4 | irregular shape | | 74.0 | 74.0 | 14.8 | |
| | | 1S-4E | 11 | | | | | 74.0 | 74.0 | 14.8 | |
| Hampton | 139 | 1S-4E | 14 | N 1/2 | NE 1/4 | irregular shape | | 139.0 | 139.0 | 27.8 | |
| Helvey | 80 | 1S-4E | 14 | W 1/2 | NW 1/4 | | | 80.0 | 80.0 | 16.0 | |
| Helvey | 40 | 1S-4E | 14 | W 1/2 | E 1/2 | NW 1/4 | | 40.0 | 40.0 | 8.0 | |
| Helvey | 80 | 1S-4E | 14 | W 1/2 | SW 1/4 | | | 80.0 | 80.0 | 16.0 | |
| Helvey | 40 | 1S-4E | 14 | W 1/2 | E 1/2 | SW 1/4 | | 40.0 | 40.0 | 8.0 | |
| Helvey | 10 | 1S-4E | 14 | NE 1/4 | NE 1/4 | SW 1/4 | | 10.0 | 10.0 | 2.0 | |
| Helvey | 80 | 1S-4E | 14 | E 1/2 | SE 1/4 | | | 80.0 | 80.0 | 16.0 | |
| Helvey | 40 | 1S-4E | 14 | E 1/2 | W 1/2 | SE 1/4 | | 40.0 | 40.0 | 8.0 | |
| Helvey | 20 | 1S-4E | 14 | E 1/2 | SW 1/4 | NE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Helvey | 20 | 1S-4E | 14 | W 1/2 | SE 1/4 | NE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Helvey | 10 | 1S-4E | 14 | SE 1/4 | SE 1/4 | NE 1/4 | | 10.0 | 10.0 | 2.0 | |
| Helvey | 10 | 1S-4E | 14 | NW 1/4 | NW 1/4 | SE 1/4 | | 10.0 | 10.0 | 2.0 | |
| | | 1S-4E | 14 | | | | | 569.0 | 569.0 | 113.8 | |
| Campbell | 20 | 1S-4E | 15 | S 1/2 | NW 1/4 | SE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Campbell | 40 | 1S-4E | 15 | SW 1/4 | SE 1/4 | | | 40.0 | 40.0 | 8.0 | |
| Campbell | 20 | 1S-4E | 15 | W 1/2 | SE 1/4 | SE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Gist | 80 | 1S-4E | 15 | E 1/2 | NW 1/4 | | | 80.0 | 80.0 | 16.0 | |
| Gist | 20 | 1S-4E | 15 | N 1/2 | NW 1/4 | NE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Helvey | 40 | 1S-4E | 15 | NE 1/4 | NE 1/4 | | | 40.0 | 40.0 | 8.0 | |
| Helvey | 80 | 1S-4E | 15 | S 1/2 | NE 1/4 | | | 80.0 | 80.0 | 16.0 | |
| Helvey | 20 | 1S-4E | 15 | S 1/2 | NW 1/4 | NE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Helvey | 20 | 1S-4E | 15 | N 1/2 | NW 1/4 | SE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Reynolds | 40 | 1S-4E | 15 | NE 1/4 | SE 1/4 | | | 40.0 | 40.0 | 8.0 | |
| Reynolds | 20 | 1S-4E | 15 | E 1/2 | SE 1/4 | SE 1/4 | | 20.0 | 20.0 | 4.0 | |
| Stinson | 80 | 1S-4E | 15 | N 1/2 | SW 1/4 | | | 80.0 | 80.0 | 16.0 | |
| Stinson | 20 | 1S-4E | 15 | N 1/2 | N 1/2 | S 1/2 | SW 1/2 | 20.0 | 20.0 | 4.0 | |
| Stinson | 5 | 1S-4E | 15 | E 1/2 | SE 1/4 | SE 1/4 | SW 1/4 | 5.0 | 5.0 | 1.0 | |
| Stinson | 3 | 1S-4E | 15 | SE 1/4 | NE 1/4 | SE 1/4 | SW 1/4 | 3.0 | 3.0 | 0.6 | |
| | | 1S-4E | 15 | | | | | 508.0 | 508.0 | 101.6 | |

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NORTH PLANT

Dwg OK JO 002-1

OWNED

| Tract Name | Acres | T - R | Section | | | | | Tract Acres | Water Right Acres | Water Right a-f |
|------------|-------|--------------|-----------|--------|--------|--------|--------------|--------------|-------------------|-----------------|
| Campbell | 40 | 1S-4E | 22 | NW 1/4 | NE 1/4 | | 40.0 | 40.0 | 8.0 | |
| Campbell | 20 | 1S-4E | 22 | W 1/2 | NE 1/4 | NE 1/4 | 20.0 | 20.0 | 4.0 | |
| Campbell | 10 | 1S-4E | 22 | NW 1/4 | SE 1/4 | NE 1/4 | 10.0 | 10.0 | 2.0 | |
| Campbell | 10 | 1S-4E | 22 | NE 1/4 | SW 1/4 | NE 1/4 | 10.0 | 10.0 | 2.0 | |
| Reynolds | 20 | 1S-4E | 22 | E 1/2 | NE 1/4 | NE 1/4 | 20.0 | 20.0 | 4.0 | |
| | | 1S-4E | 22 | | | | 100.0 | 100.0 | 20.0 | |
| Helvey | 160 | 1S-4E | 23 | NW 1/4 | | | 160.0 | 160.0 | 32.0 | |
| | | 1S-4E | 23 | | | | 160.0 | 160.0 | 32.0 | |

NORTH PLANT OWNED TOTAL

| Tract Acres | Water Right Acres | Water Right a-f |
|---------------|-------------------|-----------------|
| 1501.0 | 1501.0 | 280.2 |

SOUTH PLANT

Dwg OK JO 006-1

OWNED

| Tract Name | Acres | T - R | Section | | | | | Tract Acres | Water Right Acres | Water Right a-f |
|------------|-------|-------|---------|--------|--------|--------|--------|-------------|-------------------|-----------------|
| Lots 1 & 2 | 160 | 2S-5E | 6 | NE 1/4 | | | 160 | 160 | 32 | |
| Lots 1 & 2 | 19 | 2S-5E | 6 | S 1/2 | NE 1/4 | NW 1/4 | 19 | 19 | 4 | |
| Lot 3 | 20 | 2S-5E | 6 | N 1/2 | NE 1/4 | NW 1/4 | 20 | 20 | 4 | |
| Lot 4 | 17 | 2S-5E | 6 | NE 1/4 | NW 1/4 | NW 1/4 | 17 | 17 | 3 | |
| Lot 4 | 10 | 2S-5E | 6 | S 1/2 | NW 1/4 | NW 1/4 | 10 | 10 | 2 | |
| Lot 5 | 26 | 2S-5E | 6 | SE 1/4 | NW 1/4 | | 26 | 26 | 5 | |
| Lot 5 | 25 | 2S-5E | 6 | SW 1/4 | NW 1/4 | | 25 | 25 | 5 | |
| Kemp | 40 | 2S-5E | 6 | NE 1/4 | SW 1/4 | | 40 | 40 | 8 | |
| MC Sand | 40 | 2S-5E | 6 | NW 1/4 | SW 1/4 | | 40 | 40 | 8 | |
| Clement | 12 | 2S-5E | 6 | N 1/2 | N 1/2 | N 1/2 | SE 1/4 | 12 | 12 | 2 |

SOUTH PLANT OWNED TOTAL

| Tract Acres | Water Right Acres | Water Right a-f |
|--------------|-------------------|-----------------|
| 368.9 | 368.9 | 73.8 |

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HICKORY OWNED

| Name | Acres | T - R | Section | | | | | Tract Acres | Water Right Acres | Water Right a-f |
|-----------|-------|--------------|-----------|-------|-------|--------|-----|--------------|-------------------|-----------------|
| US Silica | 80 | 1N-4E | 11 | | | W2 | NW4 | 80.0 | 80.0 | 16.0 |
| US Silica | 40 | 1N-4E | 11 | | | SE4 | NW4 | 40.0 | 40.0 | 8.0 |
| US Silica | 10 | 1N-4E | 11 | SW4 | NE4 | NW4 | | 10.0 | 10.0 | 2.0 |
| US Silica | 10 | 1N-4E | 11 | NW4 | NE4 | SW4 | | 10.0 | 10.0 | 2.0 |
| US Silica | 40 | 1N-4E | 11 | | | SW4 | NE4 | 40.0 | 40.0 | 8.0 |
| US Silica | 20 | 1N-4E | 11 | E2 | NW4 | NE4 | | 20.0 | 20.0 | 4.0 |
| US Silica | 20 | 1N-4E | 11 | W2 | NE4 | NE4 | | 20.0 | 20.0 | 4.0 |
| US Silica | 20 | 1N-4E | 11 | N2 | NW4 | SE4 | | 20.0 | 20.0 | 4.0 |
| US Silica | 40 | 1N-4E | 11 | E 1/2 | E 1/2 | SE 1/4 | | 40 | 40 | 8 |
| | | 1N-4E | 11 | | | | | 280.0 | 280.0 | 56.0 |
| Dodd | 20 | 1N-4E | 14 | N2 | NE4 | NE4 | | 20.0 | 20.0 | 4.0 |
| Dodd | 10 | 1N-4E | 14 | N2 | S2 | NE4 | NE4 | 10.0 | 10.0 | 2.0 |
| Dodd | 3 | 1N-4E | 14 | SE4 | SE4 | NE4 | NE4 | 3.0 | 3.0 | 0.6 |
| | | 1N-4E | 14 | | | | | 33.0 | 33.0 | 6.6 |

HICKORY OWNED TOTAL

| Tract Acres | Water Right Acres | Water Right a-f |
|--------------|-------------------|-----------------|
| 313.0 | 313.0 | 62.6 |

HICKORY LEASED

| Tract Name | Acres | T - R | Section | | | | | Tract Acres | Water Right Acres | Water Right a-f |
|------------|-------|--------------|----------|--------|--------|--------|--------|--------------|-------------------|-----------------|
| Byers 9A | 20 | 1N-4E | 2 | E 1/2 | SE 1/4 | SW 1/4 | | 20.0 | 10.0 | 2.0 |
| Byers 9A | 20 | 1N-4E | 2 | W 1/2 | SW 1/4 | SE 1/4 | | 20.0 | 10.0 | 2.0 |
| Byers 9A | 10 | 1N-4E | 2 | W 1/2 | E 1/2 | SW 1/4 | SE 1/4 | 10.0 | 5.0 | 1.0 |
| Byers 9A | 3 | 1N-4E | 2 | SE 1/4 | SE 1/4 | SW 1/4 | SE 1/4 | 2.5 | 1.3 | 0.3 |
| Byers 9A | 40 | 1N-4E | 2 | W 1/2 | W 1/2 | NE 1/4 | | 40.0 | 20.0 | 4.0 |
| Byers 9A | 20 | 1N-4E | 2 | W 1/2 | NW 1/4 | SE 1/4 | | 20.0 | 10.0 | 2.0 |
| Byers 9A | 40 | 1N-4E | 2 | E 1/2 | W 1/2 | SW 1/4 | | 40.0 | 20.0 | 4.0 |
| Byers 9A | 40 | 1N-4E | 2 | W 1/2 | E 1/2 | SW 1/4 | | 40.0 | 20.0 | 4.0 |
| Byers 9A | 10 | 1N-4E | 2 | SE 1/4 | NE 1/4 | SW 1/4 | | 10.0 | 5.0 | 1.0 |
| | | 1N-4E | 2 | | | | | 202.5 | 101.3 | 20.3 |
| Byers 9B | 20 | 1N-4E | 3 | S 1/2 | SE 1/4 | NE 1/4 | | 20.0 | 10.0 | 2.0 |
| Byers 9B | 80 | 1N-4E | 3 | E 1/2 | SE 1/4 | | | 80.0 | 40.0 | 8.0 |
| Byers 9B | 10 | 1N-4E | 3 | SE 1/4 | SW 1/4 | SE 1/4 | | 10.0 | 5.0 | 1.0 |
| Byers 9B | 40 | 1N-4E | 3 | W 1/2 | W 1/2 | SE 1/4 | | 40.0 | 20.0 | 4.0 |
| Byers 9B | 20 | 1N-4E | 3 | E 1/2 | NW 1/4 | SE 1/4 | | 20.0 | 10.0 | 2.0 |
| Byers 9B | 10 | 1N-4E | 3 | NE 1/4 | SW 1/4 | NE 1/4 | | 10.0 | 5.0 | 1.0 |
| | | 1N-4E | 3 | | | | | 180.0 | 90.0 | 18.0 |
| Byers 8 | 160 | 1N-4E | 9 | SE 1/4 | | | | 160.0 | 80.0 | 16.0 |

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| Name | Acres | T - R | Section | | | | Tract Acres | Water Right Acres | Water Right a-f |
|----------|-------|--------------|-----------|--------|--------|--------|--------------|-------------------|-----------------|
| Byers 3 | 17 | 1N-4E | 10 | S2 | SW 1/4 | | 17.5 | 17.5 | 3.5 |
| Byers 6 | 41 | 1N-4E | 10 | S2 | SE 1/4 | | 40.5 | 10.1 | 2.0 |
| Byers 7 | 35 | 1N-4E | 10 | SE 1/4 | | | 35.4 | 8.9 | 1.8 |
| Byers 8 | 40 | 1N-4E | 10 | SW 1/4 | SW 1/4 | | 40.0 | 20.0 | 4.0 |
| Byers 9C | 160 | 1N-4E | 10 | NE 1/4 | | | 160.0 | 80.0 | 16.0 |
| Byers 9D | 114 | 1N-4E | 10 | S 1/2 | | | 114.3 | 57.1 | 11.4 |
| | | 1N-4E | 10 | | | | 407.7 | 193.6 | 38.7 |
| Byers 5 | 39 | 1N-4E | 11 | NW 1/4 | SW 1/4 | | 39.4 | 39.4 | 7.9 |
| Byers 5 | 10 | 1N-4E | 11 | SW 1/4 | NE 1/4 | SW 1/4 | 10.0 | 10.0 | 2.0 |
| | | 1N-4E | 11 | | | | 49.4 | 49.4 | 9.9 |
| Byers 2 | 160 | 1N-4E | 15 | NW 1/4 | | | 160.0 | 160.0 | 32.0 |
| Byers 4 | 160 | 1N-4E | 16 | NE 1/4 | | | 160.0 | 160.0 | 32.0 |
| Byers 1 | 80 | 1N-4E | 17 | W 1/2 | SE 1/4 | | 80.0 | 80.0 | 16.0 |
| Byers 1 | 40 | 1N-4E | 17 | SW 1/4 | NE 1/4 | | 40.0 | 40.0 | 8.0 |
| | | 1N-4E | 17 | | | | 120.0 | 120.0 | 24.0 |

BYERS TRACT 9 TOTAL

656.8 328.4

| | Tract Acres | Water Right Acres | Water Right a-f |
|--|---------------|-------------------|-----------------|
| HICKORY (BYERS) LEASED SUBTOTAL | 1439.6 | 954.2 | 190.8 |

| Name | Acres | T - R | Section | | | | Tract Acres | Water Right Acres | Water Right a-f |
|----------|-------|--------------|-----------|--------|--------|--------|--------------|-------------------|-----------------|
| Jones 1B | 40 | 2N-3E | 36 | SW 1/4 | SW 1/4 | | 40.0 | 40.0 | 8.0 |
| Jones 1B | 20 | 2N-3E | 36 | W 1/2 | SE 1/4 | SW 1/4 | 20.0 | 20.0 | 4.0 |
| Jones 1B | 10 | 2N-3E | 36 | NE 1/4 | SE 1/4 | SW 1/4 | 10.0 | 10.0 | 2.0 |
| | | 2N-3E | 36 | | | | 70.0 | 70.0 | 14.0 |
| Jones 1A | 320 | 1N-3E | 1 | E 1/2 | | | 320.0 | 320.0 | 64.0 |
| Jones 1A | 80 | 1N-3E | 1 | S 1/2 | SW 1/4 | | 80.0 | 80.0 | 16.0 |
| Jones 1A | 20 | 1N-3E | 1 | S 1/2 | SE 1/4 | NW 1/4 | 20.0 | 20.0 | 4.0 |
| Jones 1A | 40 | 1N-3E | 1 | NE 1/4 | SW 1/4 | | 40.0 | 40.0 | 8.0 |
| | | 1N-3E | 1 | | | | 460.0 | 460.0 | 92.0 |
| Jones 2 | 40 | 1N-3E | 11 | SW 1/4 | SE 1/4 | | 40.0 | 40.0 | 8.0 |
| Jones 2 | 20 | 1N-3E | 11 | W 1/2 | NW 1/4 | SE 1/4 | 20.0 | 20.0 | 4.0 |
| | | 1N-3E | 11 | | | | 60.0 | 60.0 | 12.0 |
| Jones 1A | 160 | 1N-3E | 12 | N 1/2 | N 1/2 | | 160.0 | 160.0 | 32.0 |

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| | Tract Acres | Water Right Acres | Water Right a-f |
|--|--------------|-------------------|-----------------|
| EAST OF HICKORY (JONES) LEASED SUBTOTAL | 750.0 | 750.0 | 150.0 |

HICKORY LEASED TOTAL

| Tract Acres | Water Right Acres | Water Right a-f |
|-------------|-------------------|-----------------|
| 2189.6 | 1704.2 | 340.8 |

SUMMARY

| | | | |
|--------------------------|-------|-------|-----|
| North Plant Owned | 1,501 | 1,501 | 280 |
| South Plant Owned | 369 | 369 | 74 |
| Hickory Owned | 313 | 313 | 63 |
| Hickory Leased | 2,190 | 1,704 | 341 |
| Total Acreage Controlled | 4,372 | 3,887 | 777 |

| | | |
|--|------------------|------------|
| US Silica Total Groundwater Right | Acre-Feet | 777 |
|--|------------------|------------|

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ATTACHMENT B1

US SILICA

NORTH PLANT

OWNED ACREAGE

JOHNSTON COUNTY

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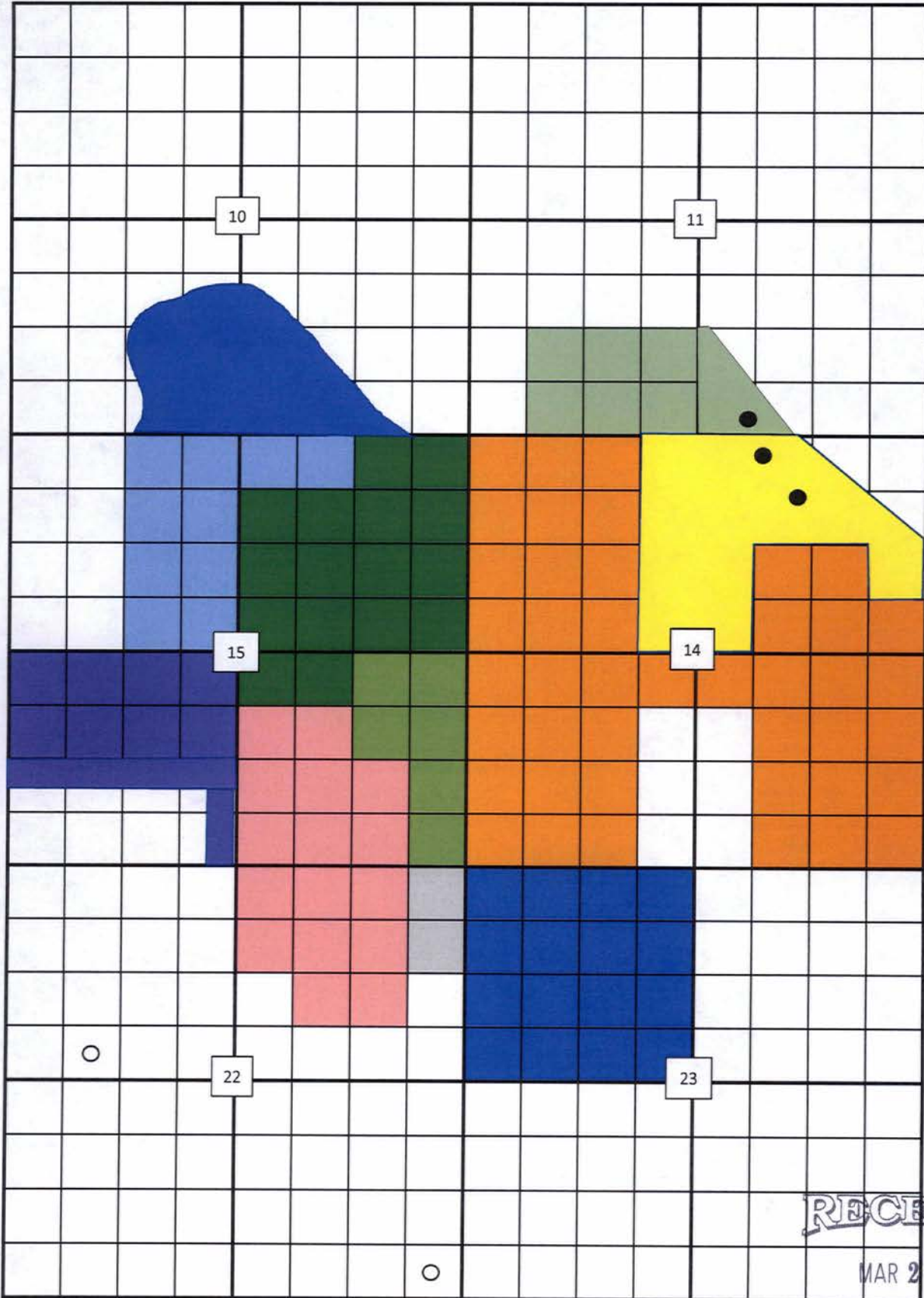
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OVERVIEW MAP - NORTH PLANT OWNED ACREAGE
TOWNSHIP 1 SOUTH
RANGE 4 EAST
JOHNSTON COUNTY

US SILICA COMPANY
PO BOX 36
MILL CREEK, OK 74856

- Applicant wells
- Other known wells

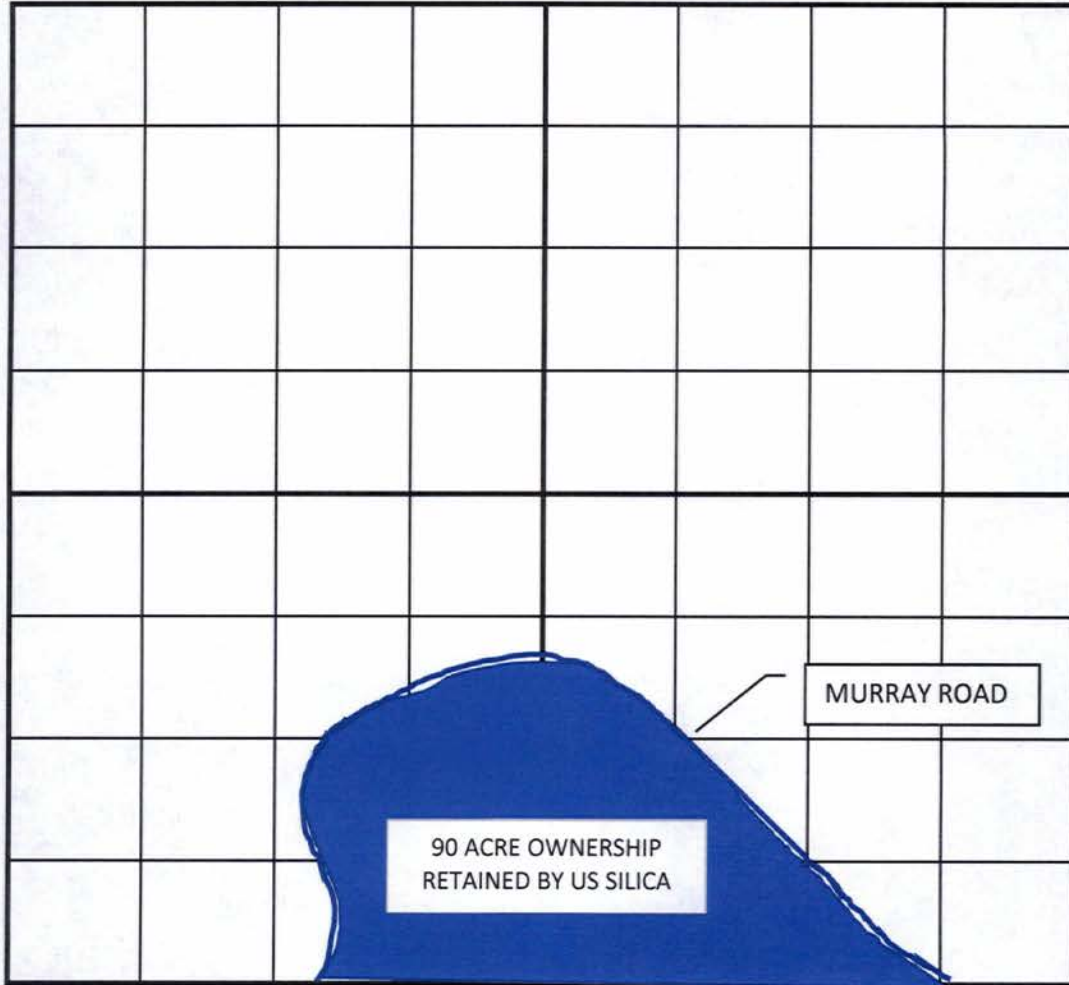


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Section 10
T-R 1S-4E
Owner US Silica

No known wells



US Silica

90 owned acres

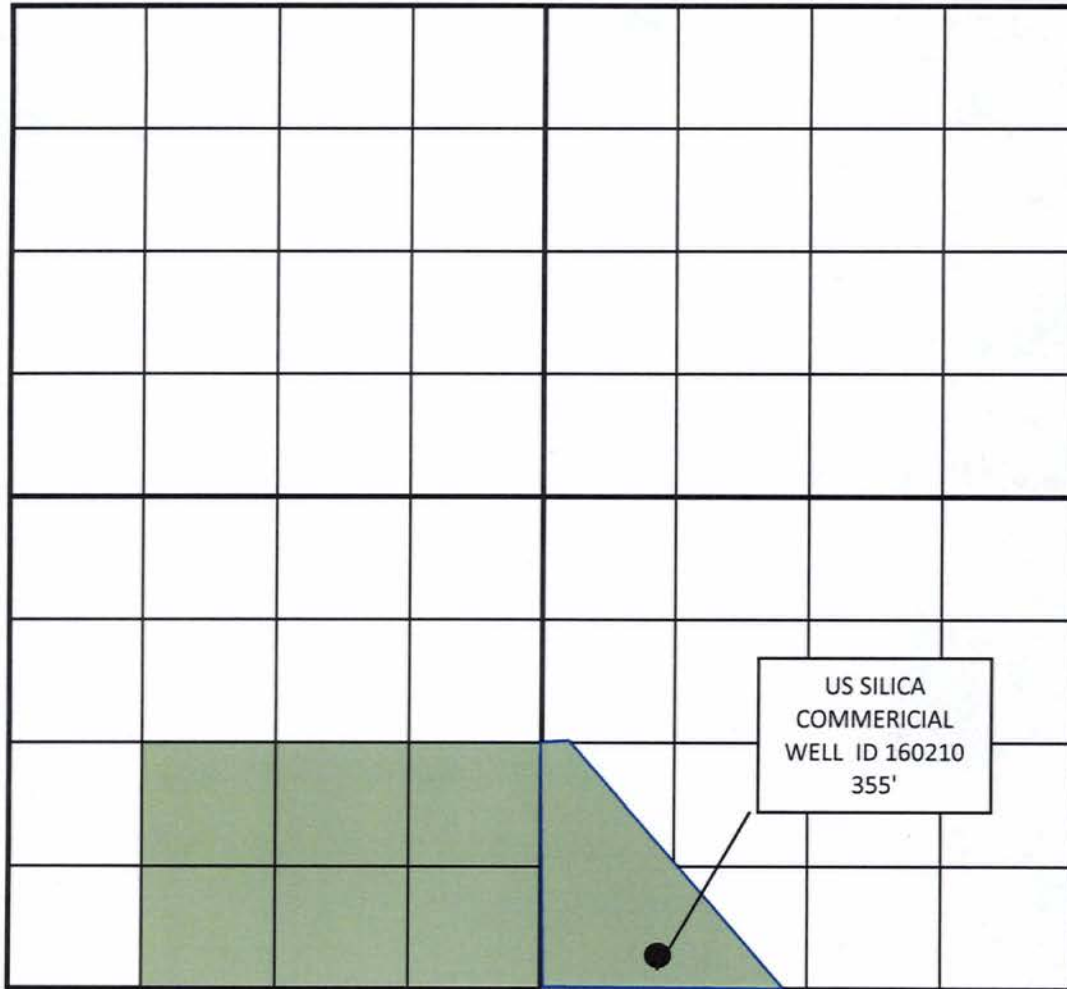
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Section 11
T-R 1S-4E
Owner US Silica

● Applicant well



Leon Freeze tract

74 owned acres

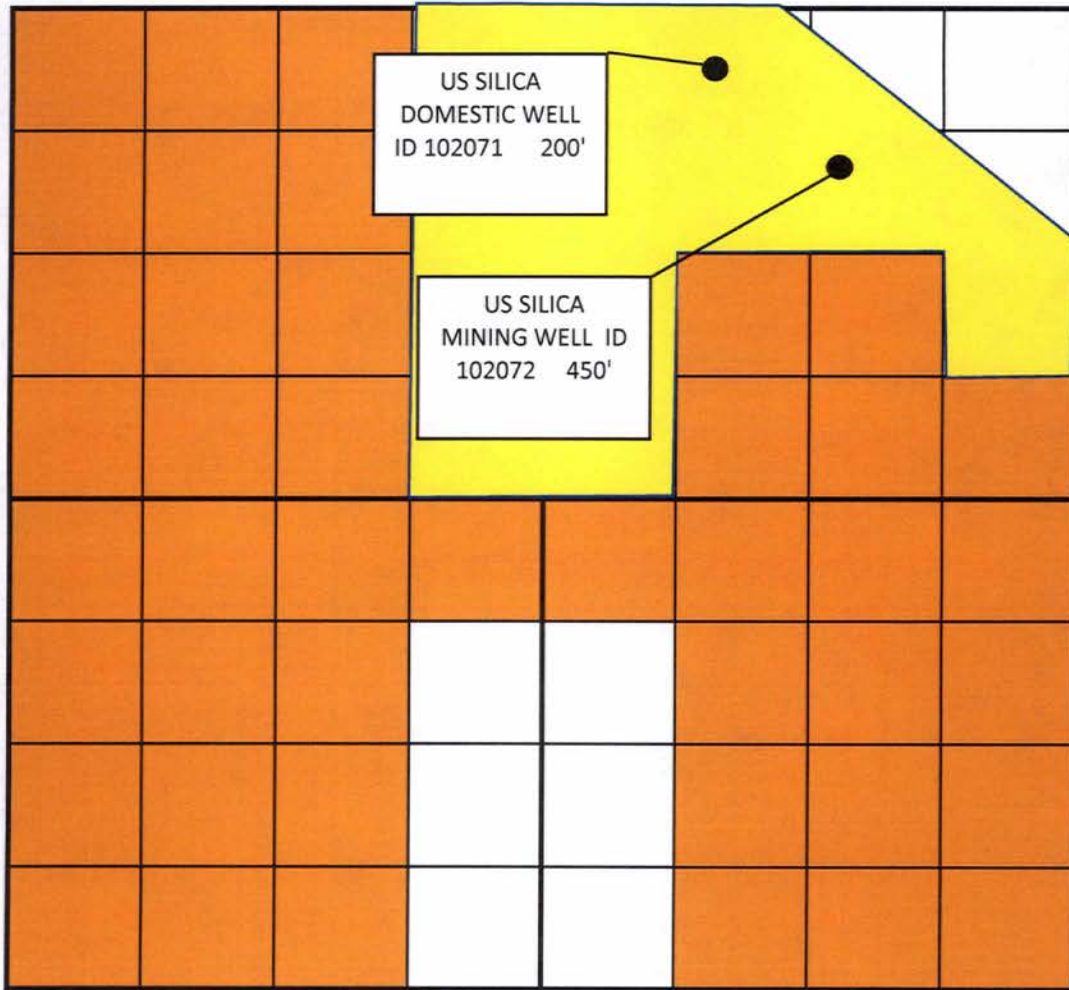
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Oklahoma Water Resources Board

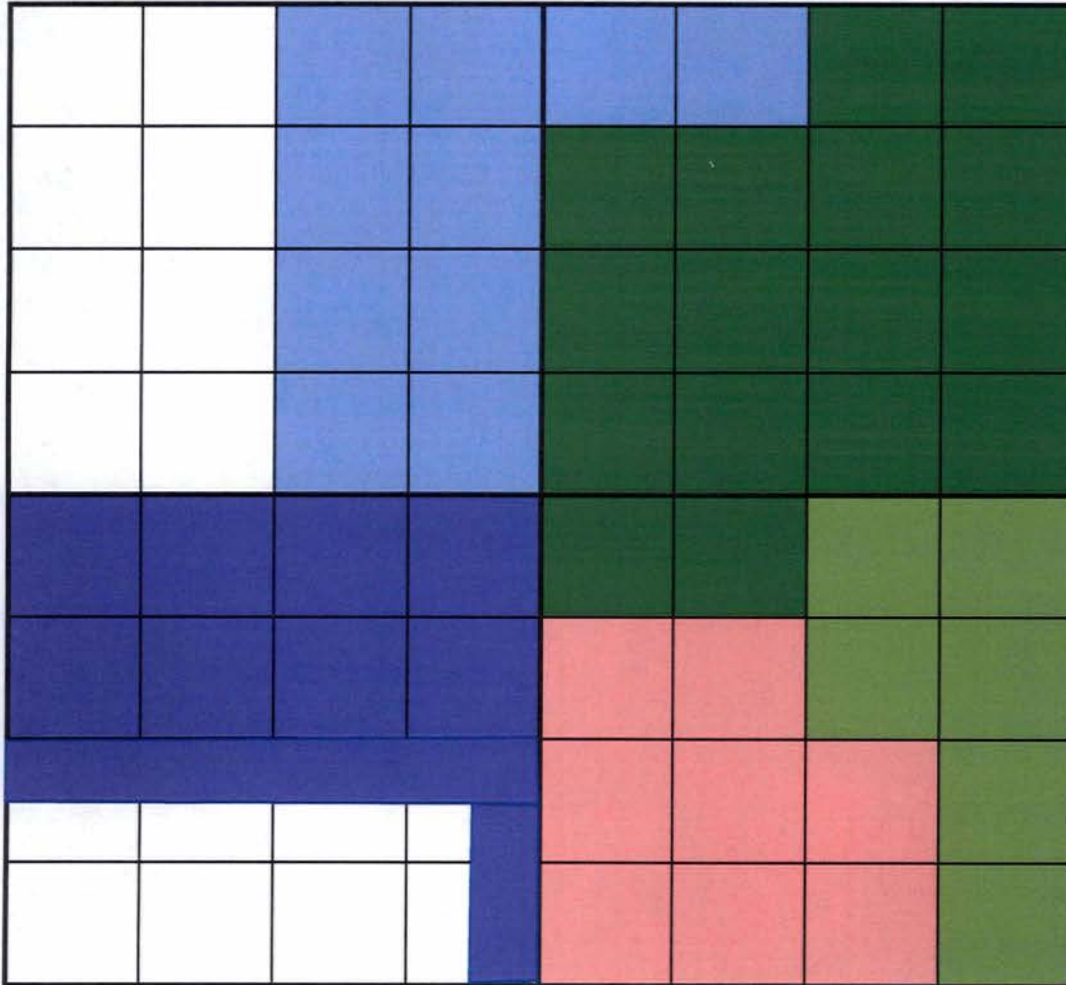
Section 14
T-R 1S-4E
Owner US Silica

● Applicant wells



| | | |
|---|-------------------------|-----------------|
|  | Valentine Hampton tract | 139 owned acres |
|  | OC Helvey tracts | 430 owned acres |
| | | <hr/> |
| | | 569 owned acres |

Section 15
 T-R 1S-4E No known wells
 Owner US Silica



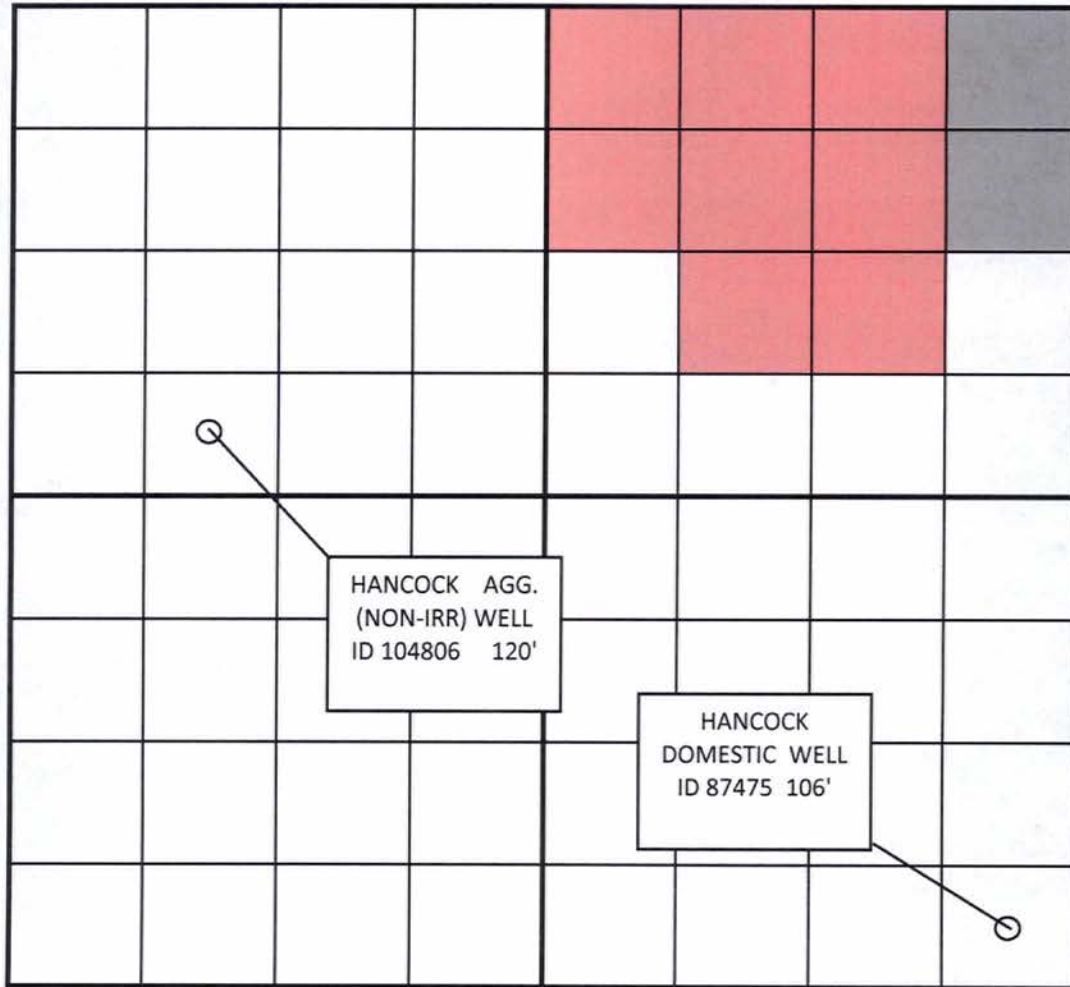
| | | |
|--|------------------------|-----------------|
| | Tommie Campbell tract | 80 owned acres |
| | Roy Gist tract | 100 owned acres |
| | OC Helvey tracts | 160 owned acres |
| | Leonard Reynolds tract | 60 owned acres |
| | Rebecca Stinson tract | 108 owned acres |
| | | 508 owned acres |

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Section 22
T-R 1S-4E
Owner US Silica

○ Other known wells



 Tommie Campbell tract
 Leonard Reynolds tract

80 owned acres
20 owned acres

100 owned acres

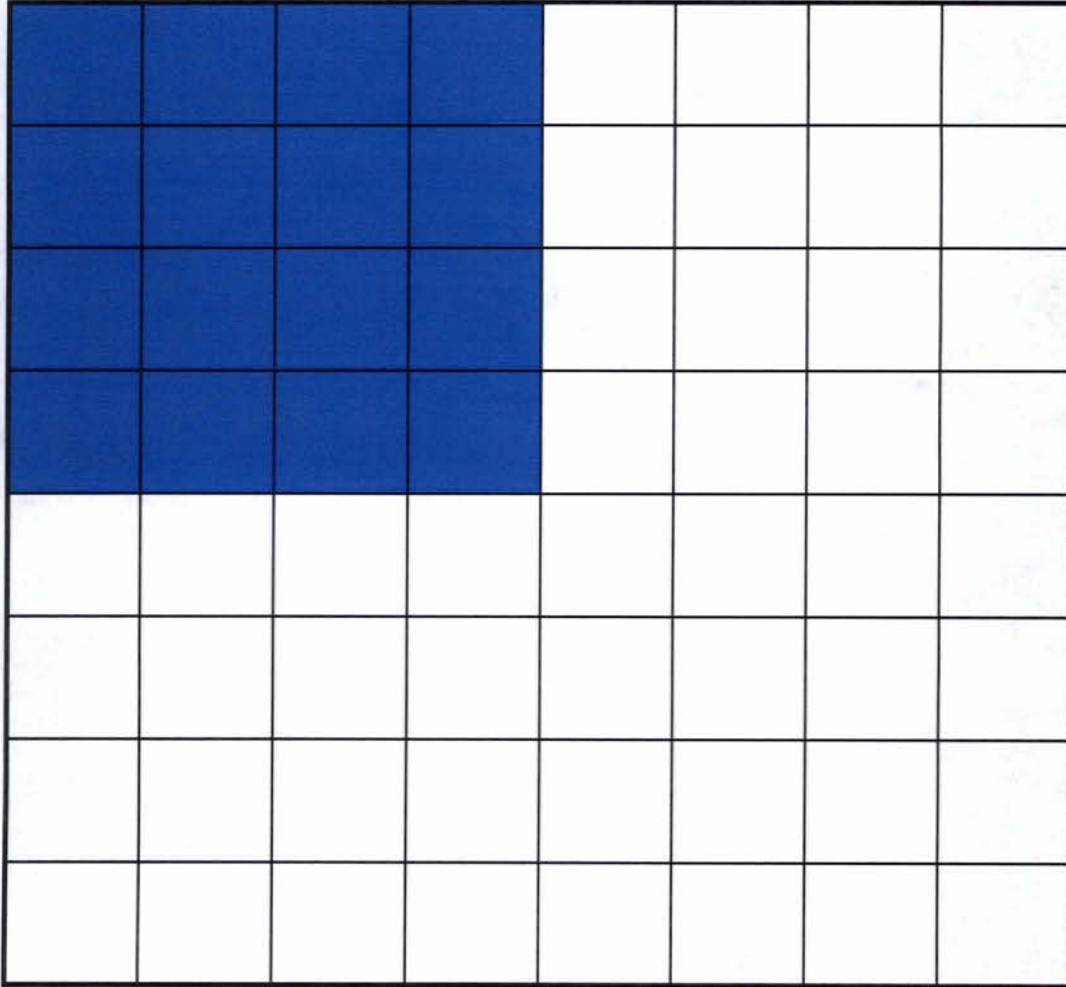
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Oklahoma Water Resources Board

Section 23
T-R 1S-4E
Owner US Silica

No known wells



 OC Helvey tract

160 owned acres

ATTACHMENT B2

US SILICA

SOUTH PLANT

OWNED ACREAGE

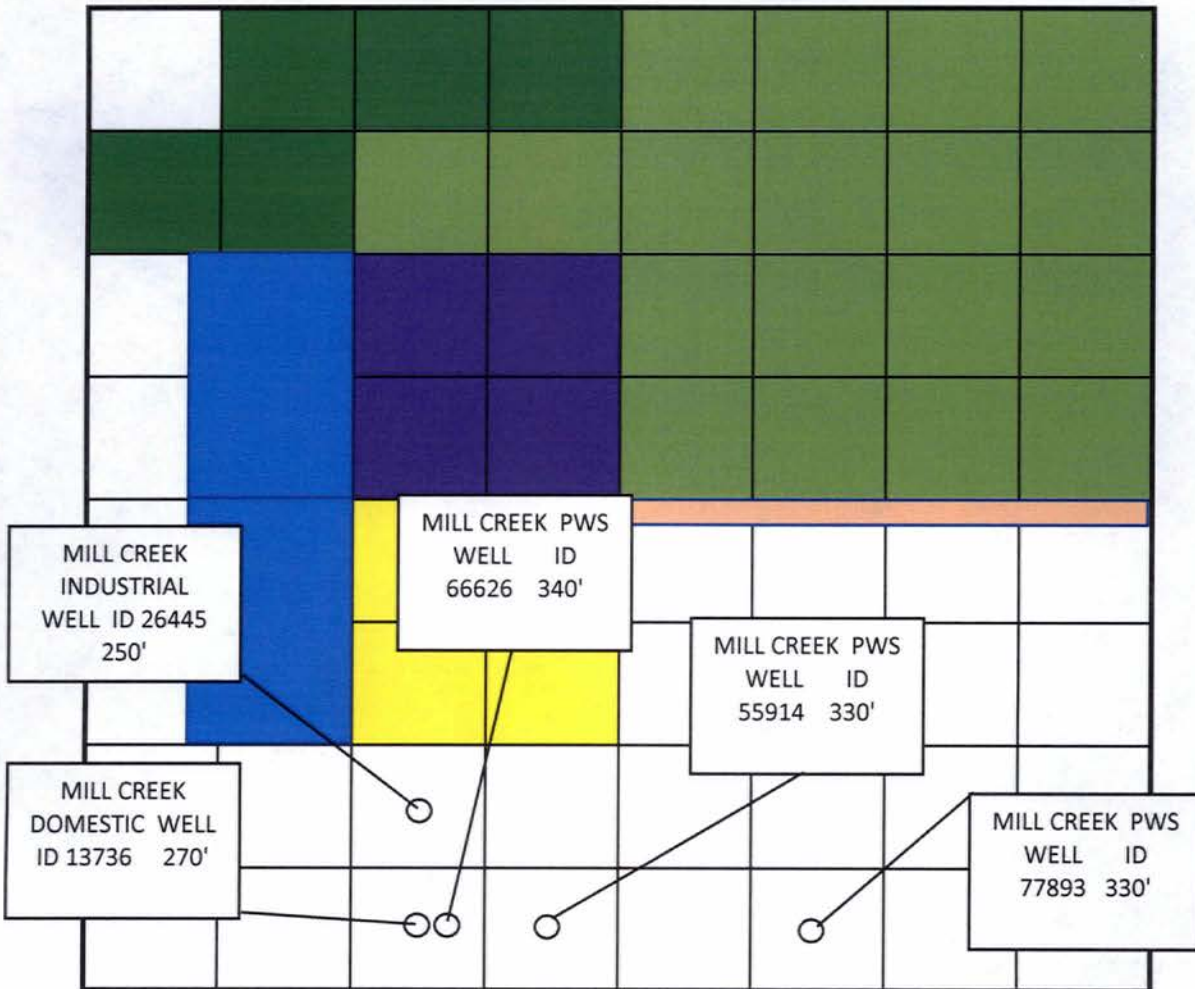
JOHNSTON COUNTY

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Section 6
 T-R 2S-5E
 Owner US Silica

○ Other known wells



| | | | |
|--|----------|----------------|-----------------|
| | Lots 1&2 | Graves tracts | 179 owned acres |
| | Lots 3&4 | MC Sand tracts | 47 owned acres |
| | Lot 5&6 | Nichols tracts | 51 owned acres |
| | | Kemp tract | 40 owned acres |
| | | MC Sand tracts | 40 owned acres |
| | | Clement tract | 12 owned acres |
| | | | 369 owned acres |

ATTACHMENT B3

US SILICA

HICKORY, OK

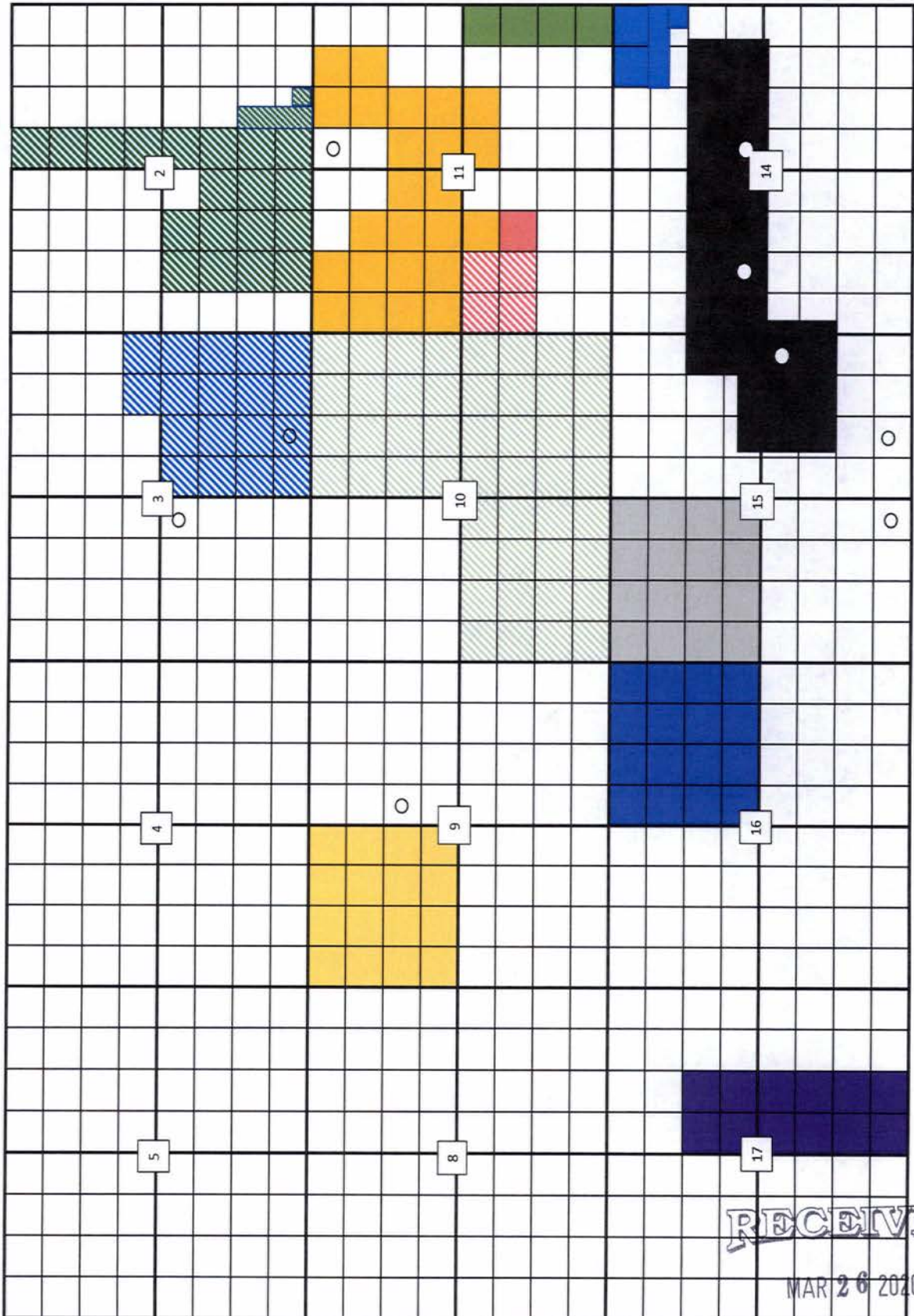
OWNED AND LEASED ACREAGE

MURRAY COUNTY

US SILICA COMPANY
PO BOX 36
MILL CREEK, OK 74856

OVERVIEW MAP - HICKORY OWED AND LEASED ACREAGE
TOWNSHIP 1 NORTH
RANGE 4 EAST
MURRAY COUNTY

○ Other known wells



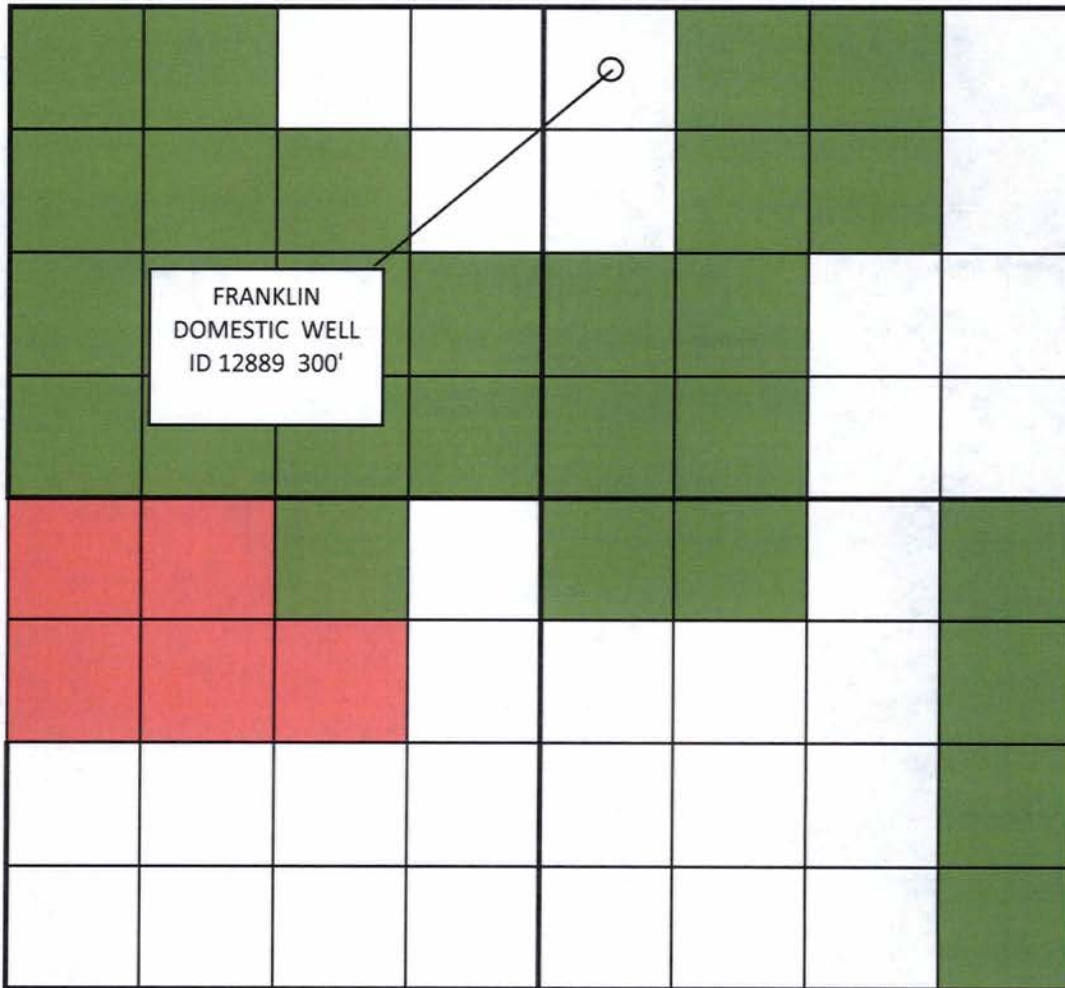
HICKORY TOWN SITE

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Section 11
 T-R 1N-4E
 Owner US Silica and Byers

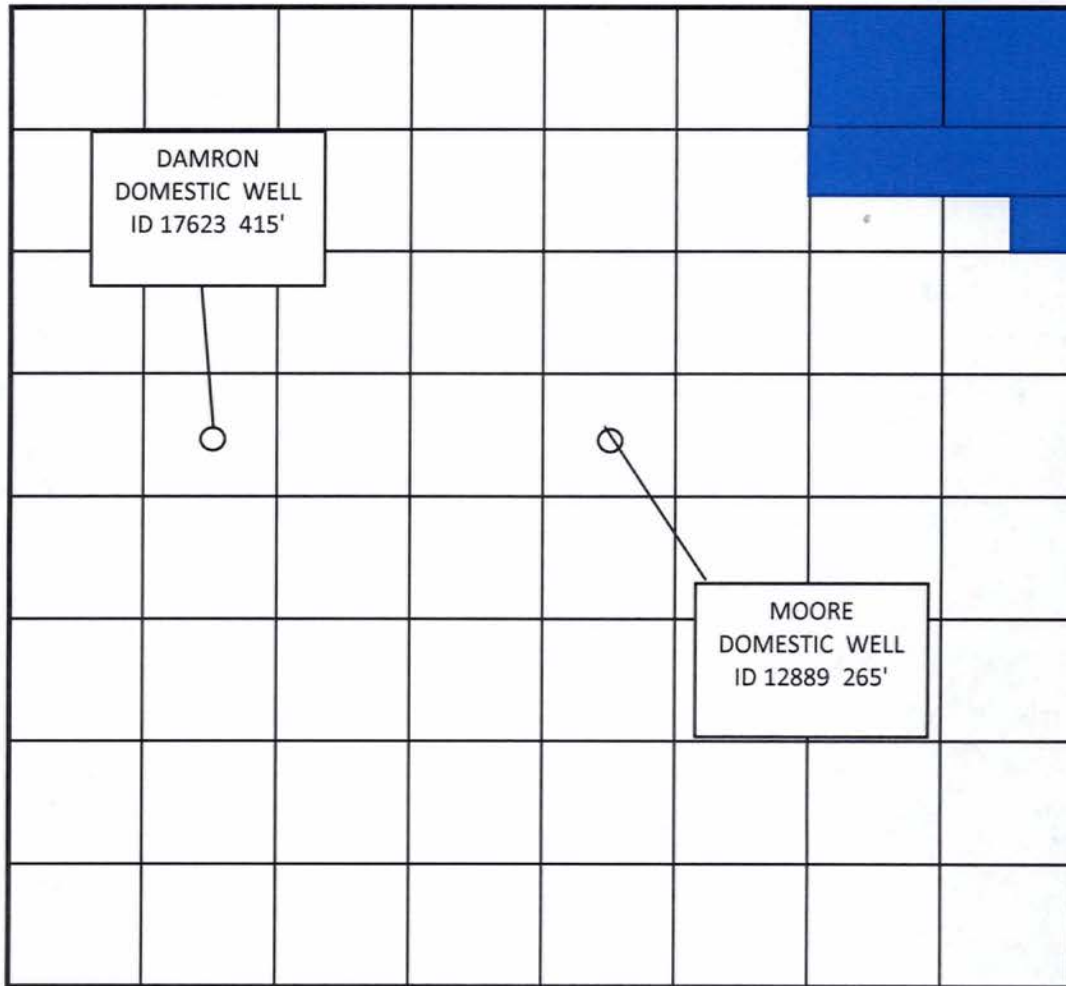
○ Other known wells



| | | |
|--|-----------------|---|
| | US Silica owned | 280 owned acres |
| | Byers Lease | 49 leased acres |
| | | <hr style="width: 50%; margin-left: 0;"/> |
| | | 329 acres |

Section 14
T-R 1N-4E
Owner US Silica

○ Other known wells

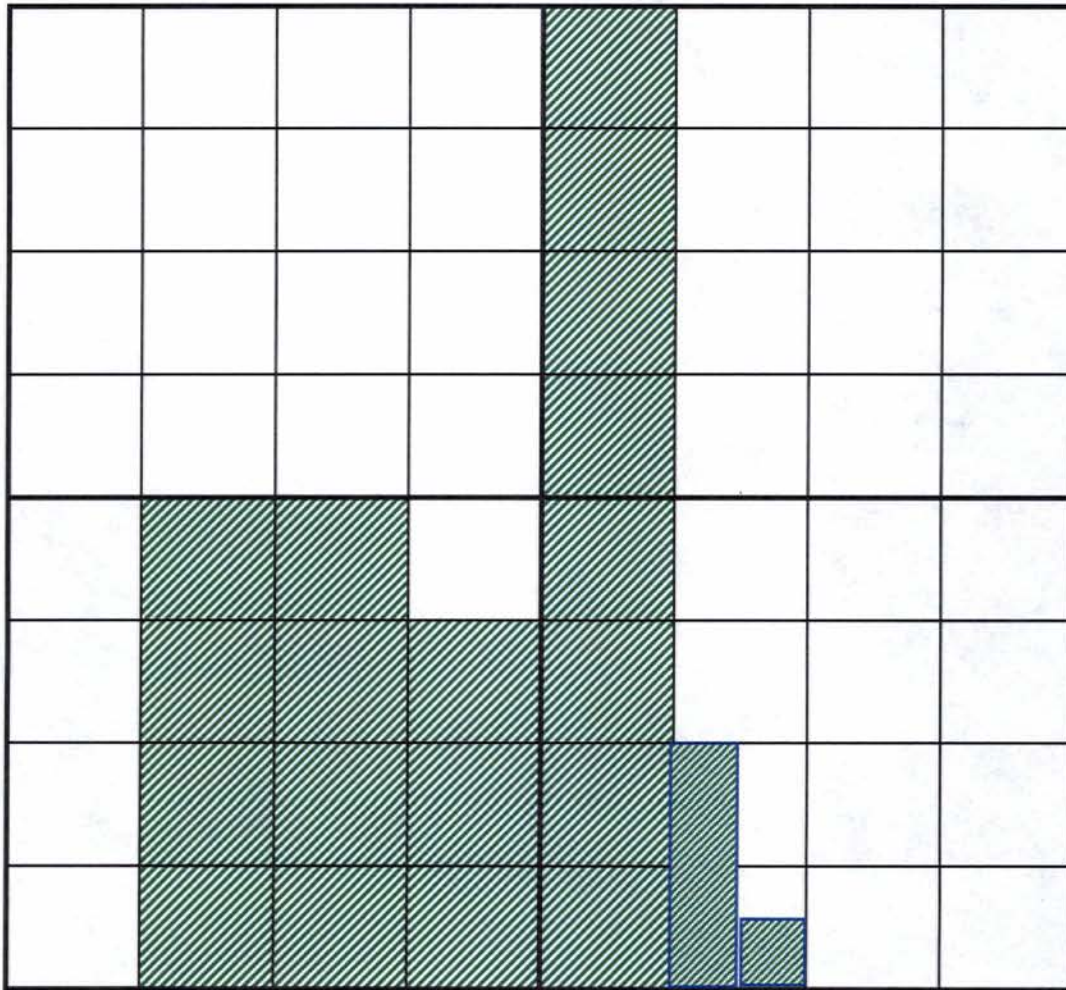


 Dodd tracts

33 owned acres

Section 2
T-R 1N-4E
Owner Byers

No known wells



 Byers Leased 50% right

101.3 acre water right

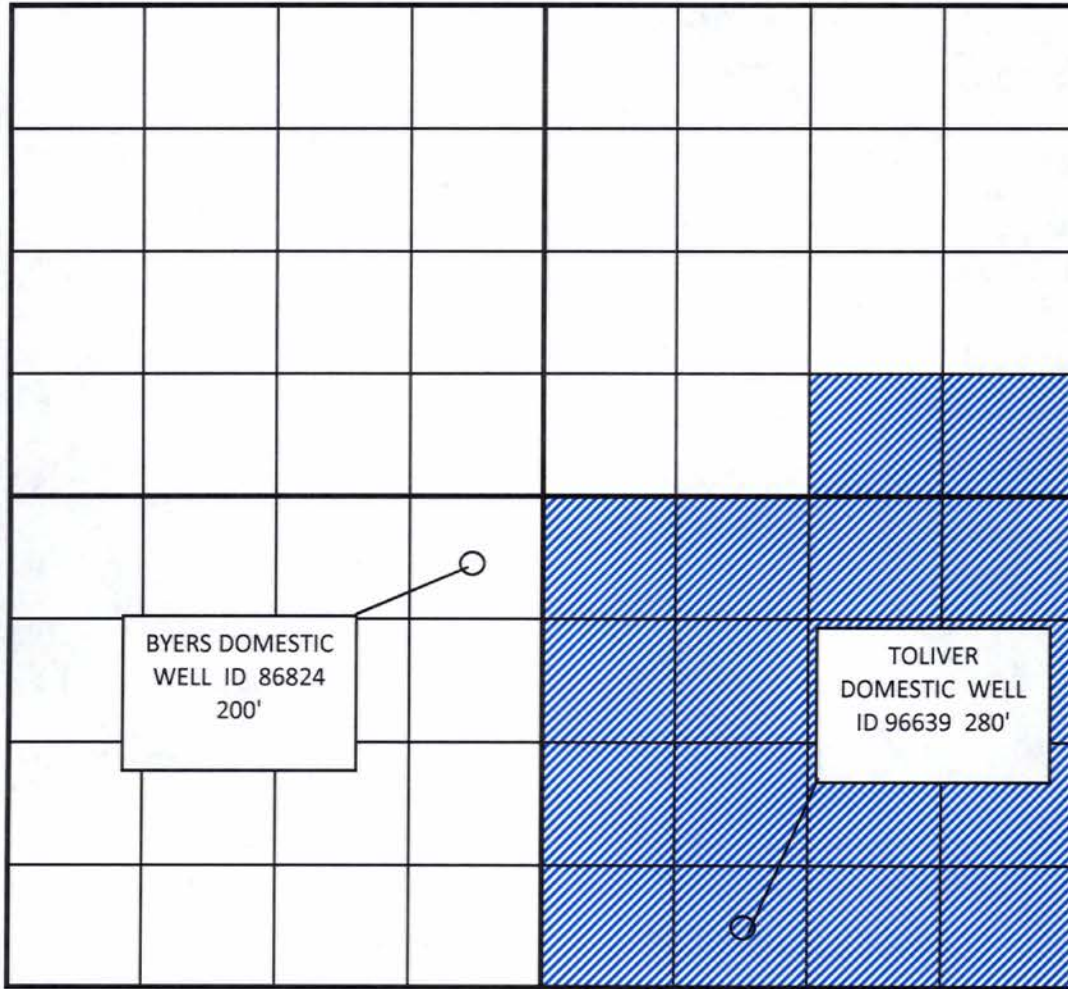
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Section 3
T-R 1N-4E
Owner Byers

○ Other known wells

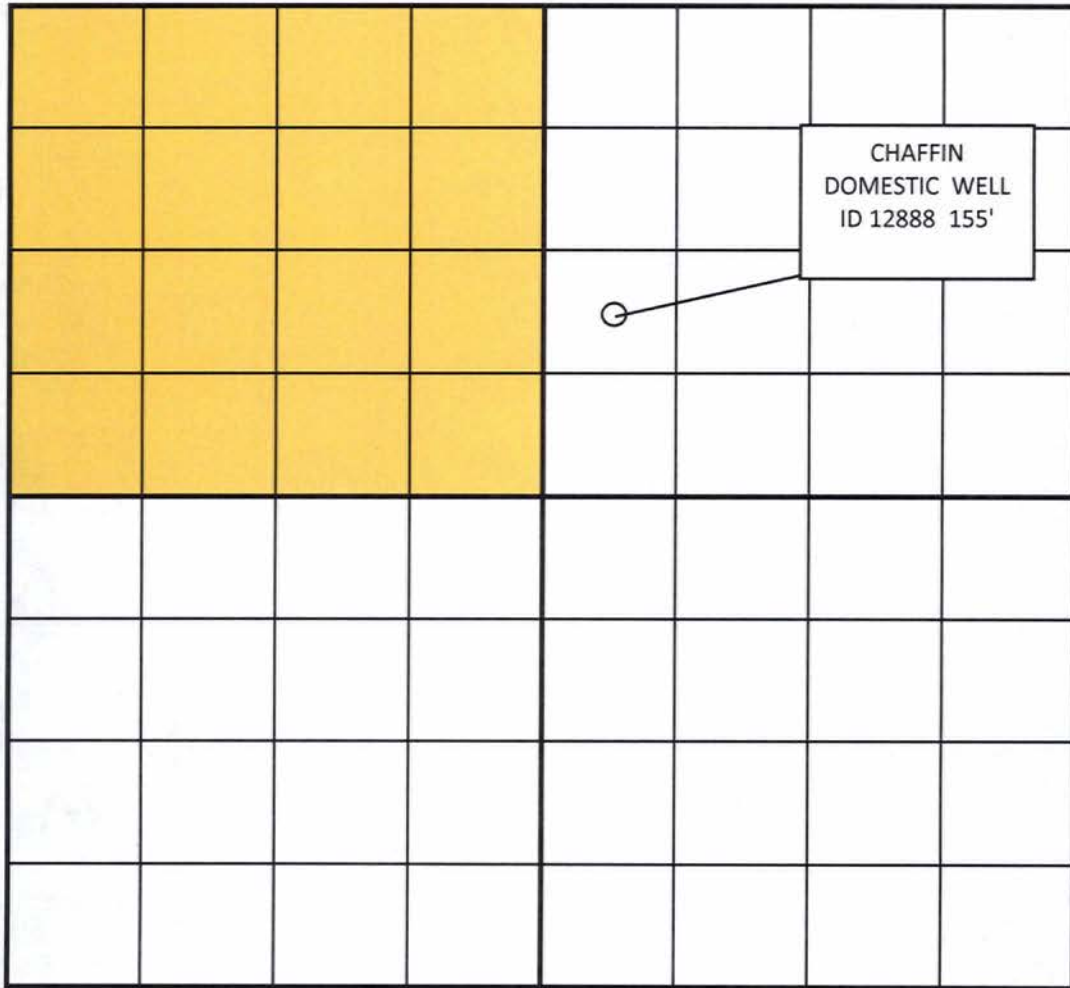


 Byers Leased 50% right

90 acre water right

Section 9
T-R 1N-4E
Owner Byers

○ Other known well



 Byers Lease 50% right

80 acre water right

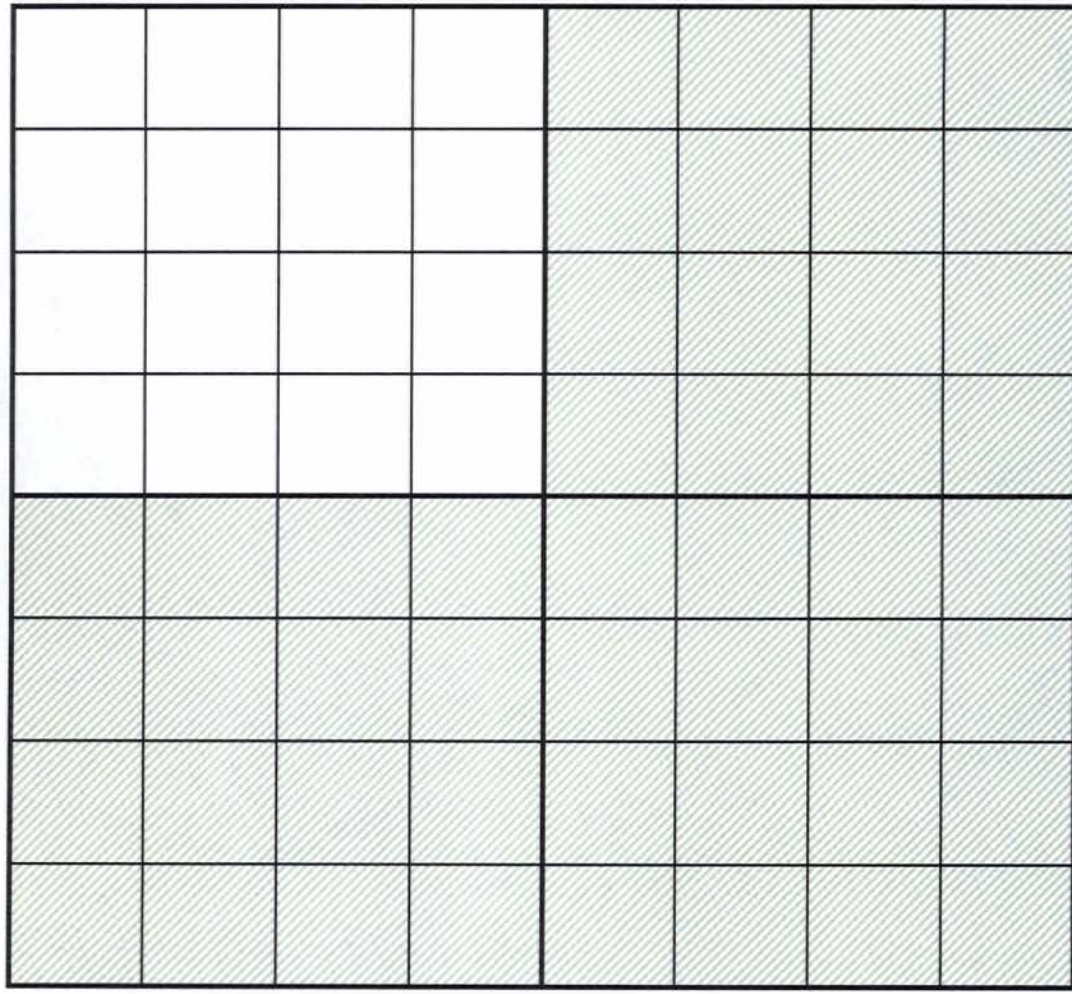
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Section 10
 T-R 1N-4E
 Owner US Silica

No known wells

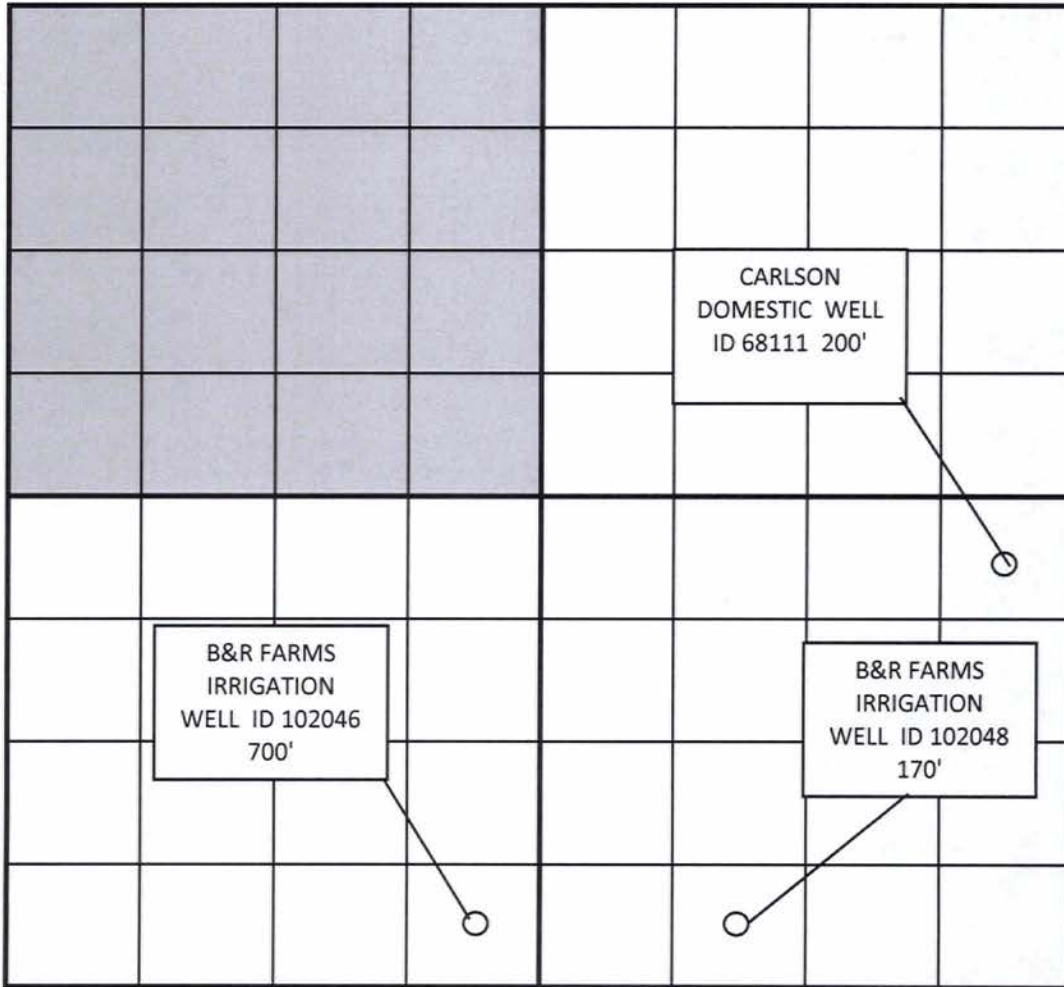


 Cross-hatched area includes a total of 6 tracts, totaling 408 acres, some with partial right.

| Location | Tract Acres | Right Acreage | Water Right | |
|---------------|-------------|---------------|-------------|------------|
| S2 SW 1/4 | 17 | 17 | 3 | 100% right |
| S2 SE 1/4 | 41 | 10 | 2 | 25% right |
| SE 1/4 | 35 | 9 | 2 | 25% right |
| SW 1/4 SW 1/4 | 40 | 20 | 4 | 50% right |
| NE 1/4 | 160 | 80 | 16 | 50% right |
| S 1/2 | 114 | 57 | 11 | 50% right |
| | <u>408</u> | <u>193</u> | <u>39</u> | |

Section 15
T-R 1N-4E
Owner Byers

○ Other known wells



Byers Leased 160 leased acres

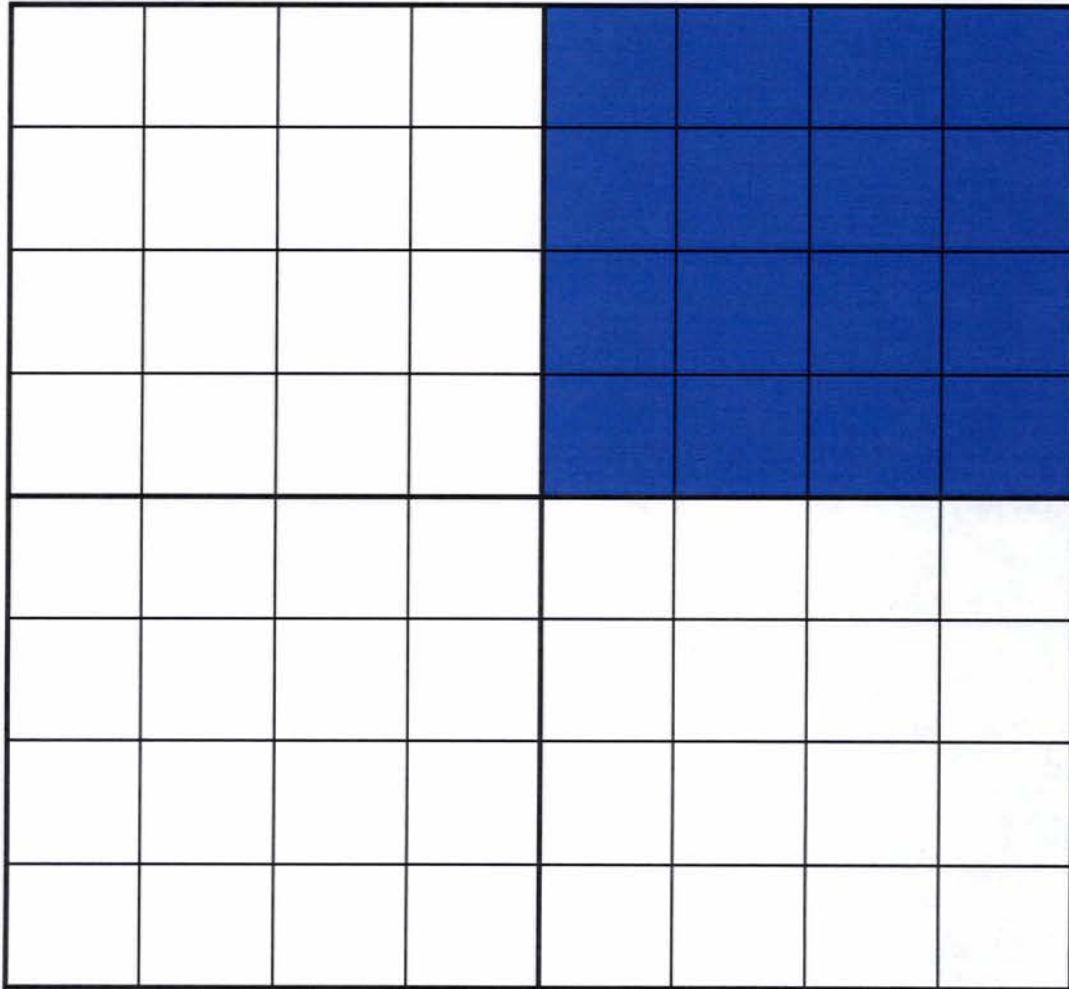
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Section 16
T-R 1N-4E
Owner Byers

No known wells

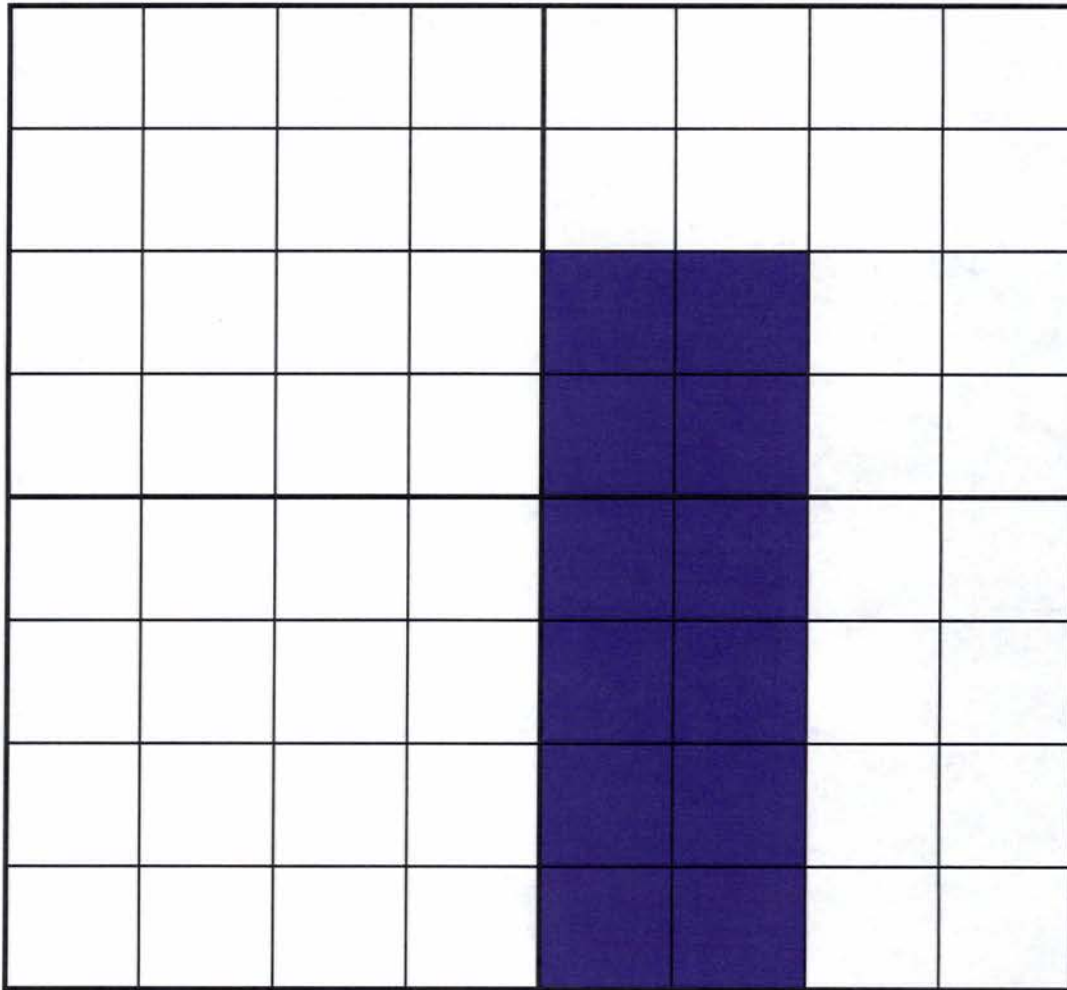


 Byers Leased

160 leased acres

Section 17
T-R 1N-4E
Owner Byers

No known wells



 Byers Leased

120 leased acres

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**ATTACHMENT B4
US SILICA
EAST OF HICKORY, OK**

**LEASED ACREAGE
MURRAY COUNTY**

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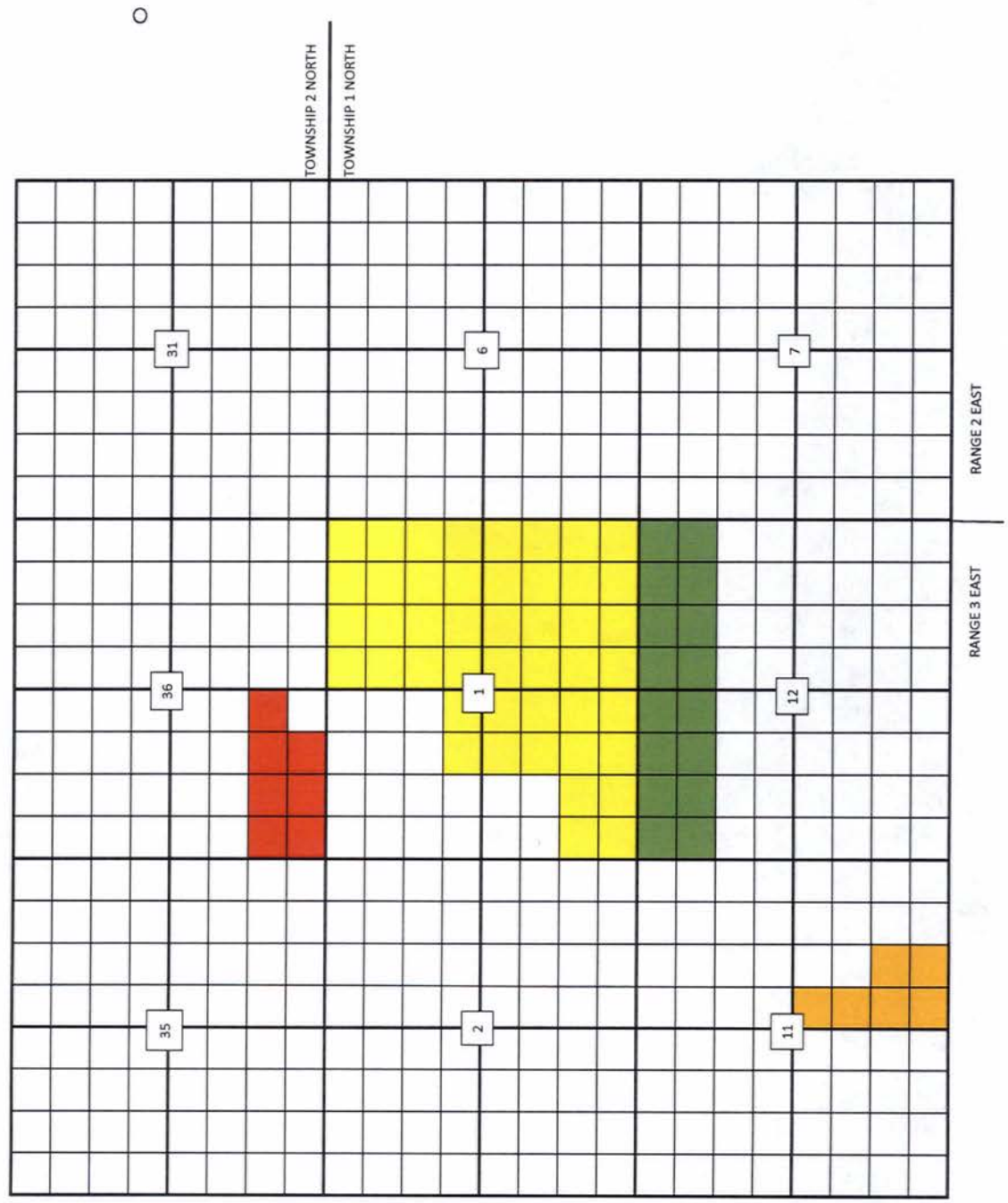
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Oklahoma Water Resources Board

US SILICA COMPANY
PO BOX 36
MILL CREEK, OK 74856

OVERVIEW MAP - LEASED ACREAGE EAST OF HICKORY
TOWNSHIPS 1 NORTH AND 2 NORTH
RANGE 3 EAST
MURRAY COUNTY

No known wells



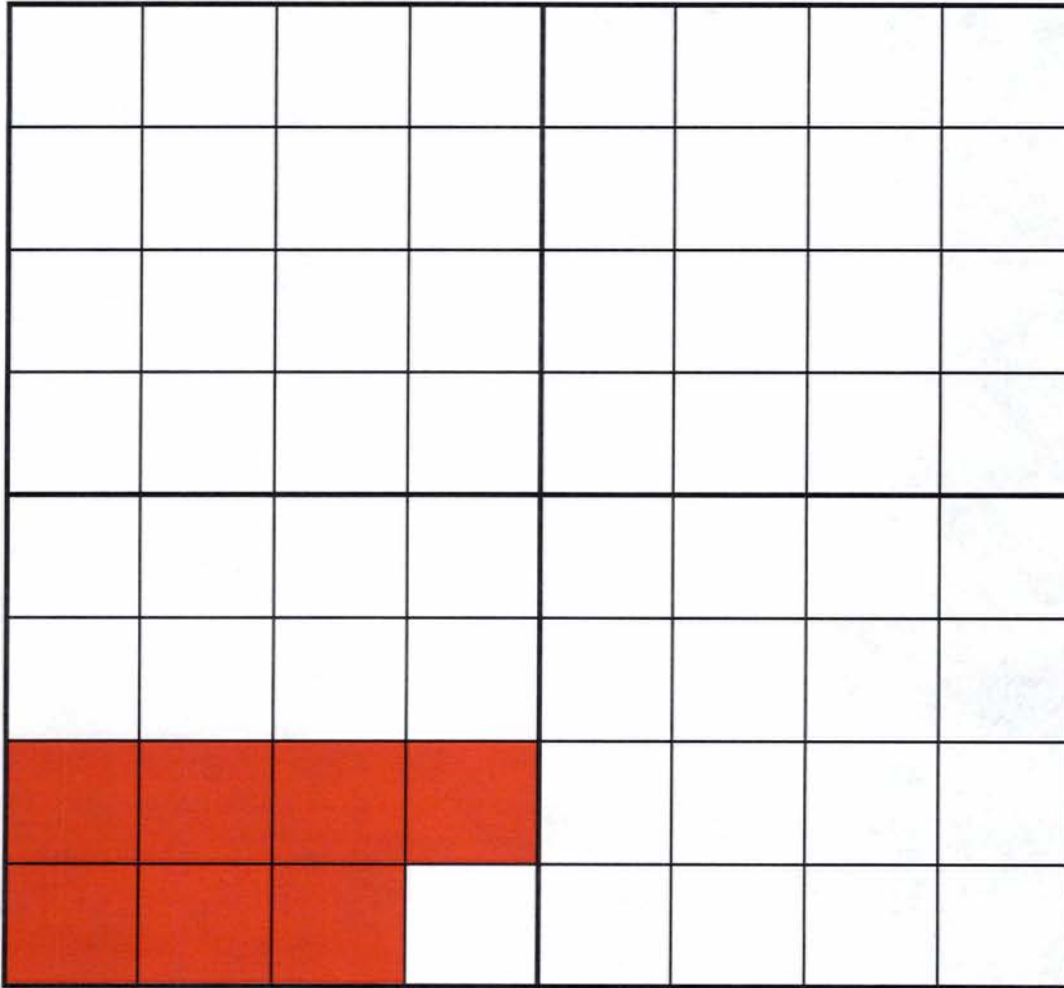
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Section 36
T-R 2N-3E
Owner Jones

No known wells



 Jones Leased

70 leased acres

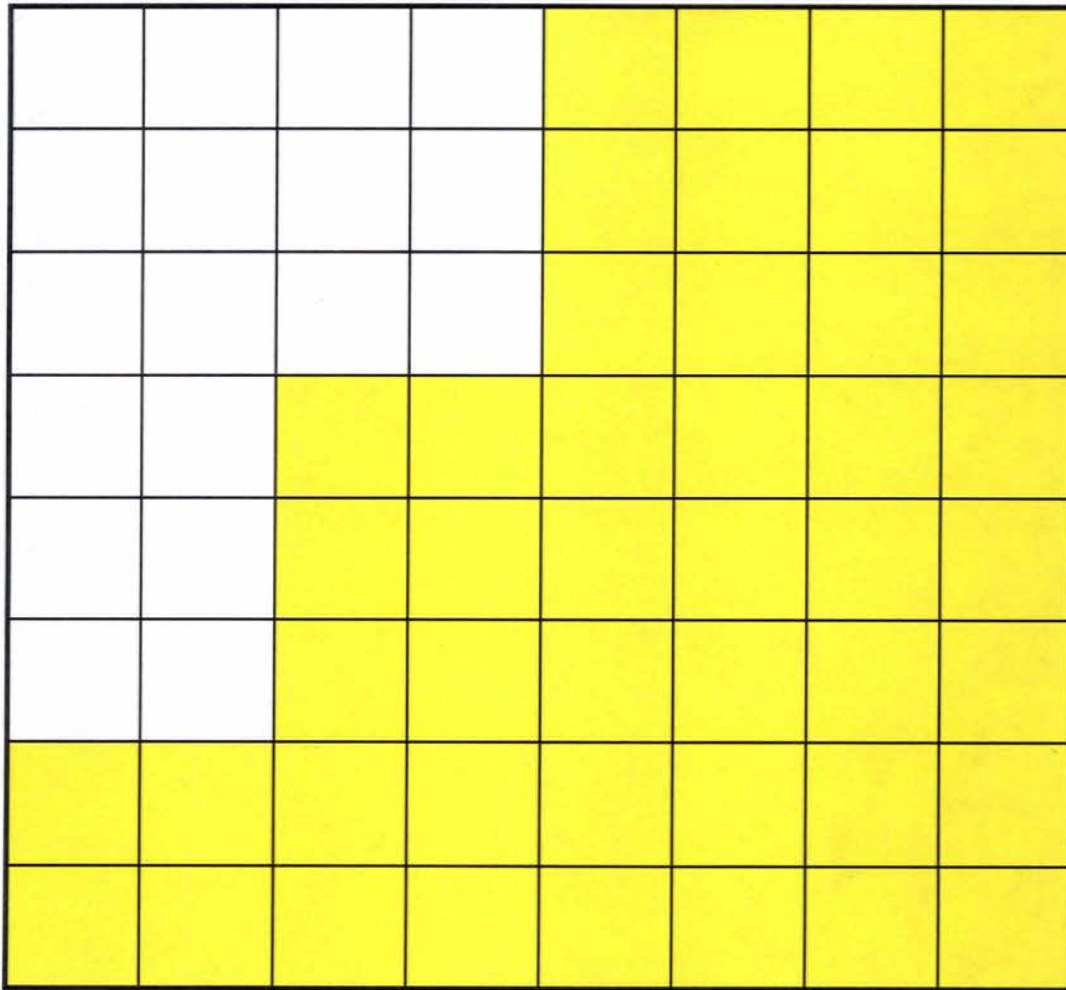
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Section 1
T-R 1N-3E
Owner Jones

No known wells



 Jones Leased

460 leased acres

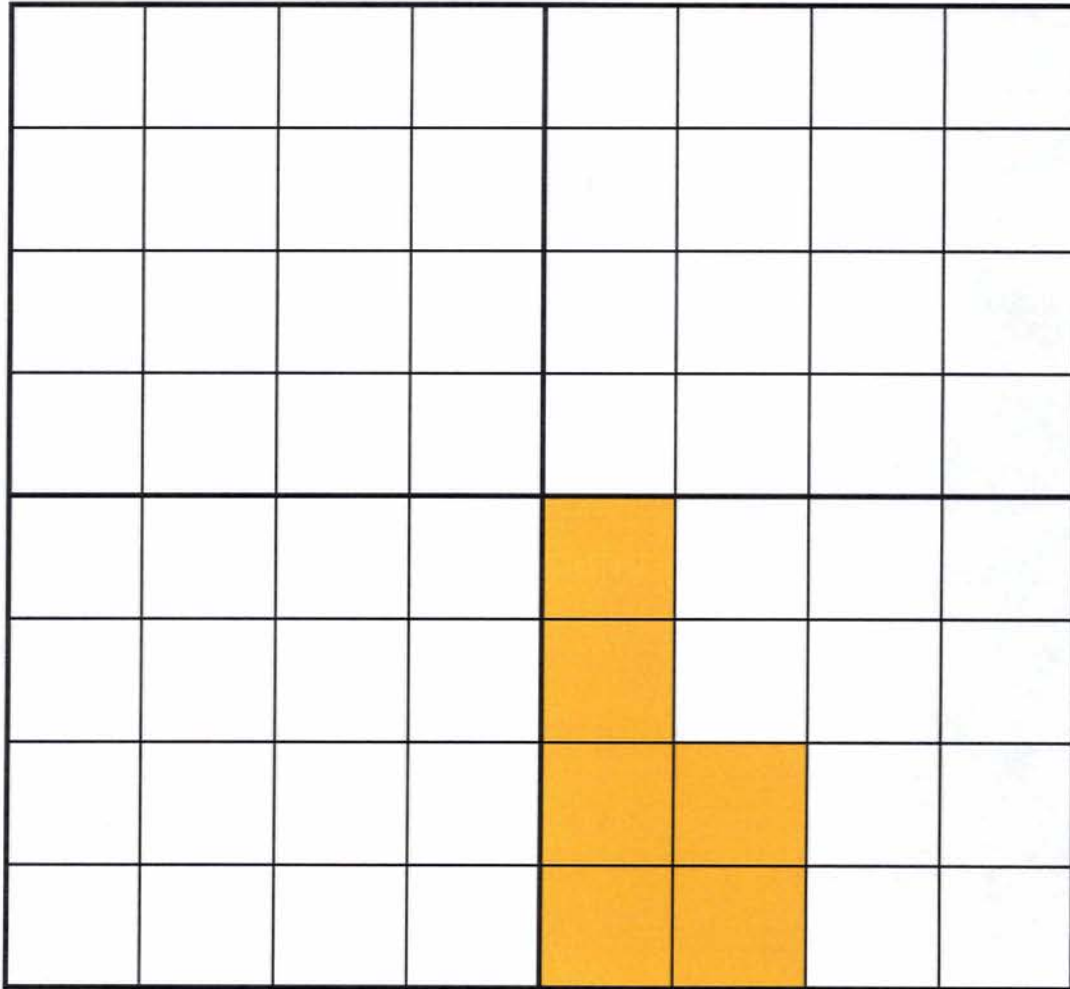
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Section 11
T-R 1N-3E
Owner Jones

No known wells



 Jones Leased

60 leased acres

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Section 12
T-R 1N-3E
Owner Jones

No known wells

| | | | | | | | |
|--|--|--|--|--|--|--|--|
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| | | | | | | | |

 Jones Leased

160 leased acres

ATTACHMENT C
LEASE OF GROUNDWATER RIGHTS
HICKORY, OK
DAVID BYERS

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Oklahoma Water Resources Board

LEASE OF GROUNDWATER RIGHTS

This Lease of **Groundwater Rights** ("Lease") is entered into on this 1st day of July, 2015 ("Effective Date"), by and between **David Byers, Krista Byers and Ellease Byers**, each a resident of the State of Oklahoma (collectively, "Lessor") and U.S. Silica Company, a Delaware corporation with offices at 4800 Oklahoma Highway 1 North, Mill Creek, OK 74856, ("Lessee"). Each of these entities is, at times, referred to individually as a "party," and both are referred to collectively as "parties."

Lessor hereby leases to Lessee, on an exclusive basis, one hundred percent (100%) of the Arbuckle-Simpson Aquifer groundwater rights ("Groundwater Rights"), appurtenant to the property described below, on the following terms and conditions:

1. Property.

The property consists of all property rights to and for the Arbuckle-Simpson Aquifer groundwater which relates to those certain 954.23 acres of real property described in **Exhibit "A"** ("Property"), and all real and personal property rights, appurtenances, permits, authorities, licenses, consents and contracts, if any, pertaining to all such property rights.

2. Lease of Groundwater Rights.

The lease of the Groundwater Rights, as defined above, shall expressly include the right of the Lessee to withdraw and beneficially use the Groundwater Rights pursuant to this Lease.

3. Term; Termination.

(i) Term. This Lease shall commence on the Effective Date and continue for a period of ten (10) years thereafter ("Initial Term"), and shall automatically renew for additional one (1) year terms ("Renewal Terms") unless sooner terminated in accordance herewith (the Initial Term and the Renewal Terms are, collectively, the "Term").

(i) Termination for Convenience.

(a) *By Lessee*: At any time during the Term, Lessee may terminate this Lease for any reasons whatsoever, in whole or in part, upon six (6) months written notice, in which case an appropriate proration of the Lease Payments (defined hereinafter) shall be made accordingly.

(b) *By Lessor*: Following the Initial Term, Lessor may terminate this Lease, in whole or in part, for any reason whatsoever upon, twelve (12) months written notice, in which case an appropriate proration of the Lease Payments (defined hereinafter) shall be made accordingly.

(ii) Termination for Cause. If for any reason Lessor fails to comply with any of the provisions of this Lease, Lessee, at its election, may exercise all rights which may be available to it at law or in equity, including termination of this Lease. If Lessee fails to comply with any provision of this Lease and such failure continues for a period of thirty (30) days after receiving written notice of such failure from Lessor, Lessor may, as its sole and exclusive remedy

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terminate this Lease and receive the Lease Payments which are due and payable and have accrued through that date.

4. Lease Payment.

Subject to the terms of this Lease, Lessee agrees to pay to Lessor the sum of forty-three dollars (\$43) per acre per year during the first twelve (12) months of the Lease, which amount shall increase by one dollar (\$1) per acre per year for each subsequent twelve (12) months of the Initial Term but shall remain fixed at fifty-two dollars (\$52) per acre per year during the Renewal Term ("Lease Payments"). The Lease Payments shall be payable in two (2) equal installments on January 1 and July 1 of each calendar year.

5. Defense of Rights.

Lessee shall have the right to initiate and prosecute any proceedings relating to the Groundwater Rights and, at its election, the Property as may be necessary for the protection of the Groundwater Rights, including but not limited to protecting, defending, or preserving the rights to withdraw groundwater from the Arbuckle-Simpson Aquifer and place it to beneficial use. If Lessee elects to act with respect to the Property, Lessee shall give Lessor written notice of such election; provided, however, in no event shall Lessee be required to give notice to Lessor of its actions with respect to the Groundwater Rights leased hereunder. If Lessee elects to act with regard to the Property or Groundwater Rights, Lessor shall cooperate with Lessee's efforts in connection therewith. Lessor shall not take any action or omit to take any actions which will adversely affect the Property or Groundwater Rights. If required by law, Lessee may take any such action in the name of Lessor. Unless otherwise required by law, Lessee shall not be required to take any such action with respect to the Property or Groundwater Rights on behalf of Lessor. Lessee shall in no event be deemed to be the agent of Lessor or as having any duty or responsibility to Lessor or to act on behalf of Lessor. To the extent Lessee elects to act in connection with the Property, Lessor appoints Lessee as Lessor's attorney-in-fact to take such action.

6. Continued Operation.

From the date of execution of this Lease by Lessor and continuing thereafter during the Term of this Lease, Lessor shall not take any actions (or omit to take any actions) which will harm or diminish the Property or Groundwater Rights. During the Term of this Lease, Lessor shall have a continuing duty to furnish to Lessee notice of all matters or actions related to or affecting the Groundwater Rights, including, without limitation, actual or threatened litigation or administrative actions, within five (5) business days of the date Lessor becomes aware of such matters or actions. Lessor agrees to furnish to Lessee information concerning and copies of all documents pertaining to such matters or actions within five (5) business days of the date that Lessee requests such information or documents. Lessor additionally agrees and acknowledges that it has leased the Groundwater Rights to Lessee and that Lessor shall not transfer the Property or Groundwater Rights, nor shall Lessor make any withdrawals of any Groundwater Rights leased hereunder, nor otherwise authorize or allow any other third-party to withdraw such

groundwater. Any such unauthorized withdrawals shall constitute a violation of this Lease, and the applicable rules of Lessee.

7. Quiet Enjoyment.

Lessor does hereby warrant and represent to Lessee that it has good title to the Property and Groundwater Rights leased to Lessee hereunder and does hereby covenant to provide to Lessee quiet enjoyment, without restriction or limitation, of the Property and Groundwater Rights during the full Term of this Lease, subject only to any matters of record in the Official Public Records of Murray County, Oklahoma, as of the Effective Date hereof.

8. Proceeds from Awards.

Lessor assigns to Lessee all interest of Lessor in and to any condemnation awards or insurance proceeds which relate to Lessee's interest in the Groundwater Rights which are allocated to the value of Lessee's interest in this Lease.

9. Cooperation.

Lessor will use its best efforts, take such actions, and execute and deliver such documents Lessee determines necessary to fully vest Lessee with the Groundwater Rights and make effective all of the terms of this Lease.

10. Assignability.

Lessee shall have the right to sublease or assign this Lease, and shall give to Lessor prompt written notice of such sublease or assignment.

11. Notices.

Any notices to be given hereunder shall be given by placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, by overnight delivery service, or by personal delivery to such address. Notice shall be deemed effective upon such placing in the mail, on the next business day following delivery and acceptance for next day delivery by any overnight delivery service, or upon actual delivery if by personal delivery:

Lessor:

David Byers
3642 Byers Road
Sulphur, OK 73086

Lessee:

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U.S. Silica Company
8490 Progress Drive
Suite 300
Frederick, MD 21701
Attn. Legal Department
12. Taxes.

All taxes, charges, or assessments upon the Property and Groundwater Rights shall be the continuing responsibility of Lessor. Lessee shall not be liable for any taxes, charges, or assessments upon the Property or Groundwater Rights.

13. Liens.

Lessor and Lessee shall promptly pay when due all items for which they are responsible which may result in the placement of a lien on the Property or Groundwater Rights. If Lessor or Lessee fails to pay any such item, including but not limited to any tax, charge or assessment, or any mechanic's or materialmen's expenses, or if a lien is placed upon the Property or Groundwater Rights, the non-defaulting party shall have the right to make such payment and the defaulting party hereby covenants to reimburse the non-defaulting party, upon demand, for any amount so expended or paid, with interest thereon at the highest legal rate per annum from the date of such payment until the date of such reimbursement.

14. Waiver.

The failure on the part of either party to require the performance by the other of any portion of this Lease shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision. Any waiver by either party of any provision of this Lease shall not be a waiver of any other provision hereof.

15. Severability.

The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease.

16. Governing Law.

This Lease shall be governed by and construed in accordance with the laws of the State of Oklahoma, and the obligations, rights, and remedies of the parties hereunder will be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

17. Binding Effect.

This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

18. Authority.

Each of the persons signing on behalf of Lessor and Lessee hereby confirm that they have the authority to execute this Lease on behalf of the party indicated by their signature and have the authority to bind such party thereto.

19. Survival.

Except as set out herein, all agreements and representations in this Lease shall survive the end of the Term.

20. Force Majeure.

If Lessee is denied its use of all or a part of the Groundwater Rights by reason of any laws, regulations, or governmental action or other acts outside of the control of Lessee, then Lessee and Lessor shall be excused from their obligations hereunder for so long as these circumstances exist.

21. Further Assurances.

Lessor and Lessee shall take all further actions and shall execute and deliver to the other any other document or instrument which Lessee determines to be necessary or useful to fully carry out the transactions evidenced by this Lease, including any amendments to the Permit, in conformance with applicable Lessee rules, or any documentation required by Lessor in order to evidence the termination of Lessee's interest in the Groundwater Rights upon the termination of this Lease. In addition, Lessor agrees to amend this Lease in any manner necessary to cause this Lease to be in compliance with Lessee rules. Lessee shall have the authority to file a Memorandum of Lease of public record to reflect its interest in the Property and Groundwater Rights as set out under the terms of this Lease. Lessor agrees to execute any such form of Memorandum of Lease provided by Lessee.

22. Attorneys Fees.

If any action at law or in equity is brought to enforce or interpret a provision of this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and other necessary litigation disbursements in addition to any relief to which it may be entitled.

23. Entire Agreement.

This Lease contains all agreements between the parties and any agreement not contained herein shall not be recognized by the parties. The captions used herein are for convenience only and shall not be used to construe this Lease. Words of gender shall be construed to include any other gender, and words in the singular number shall include the plural and vice versa unless the context requires otherwise.

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24. Counterparts.

This Lease may be executed by the parties in any number of counterparts, each of which when so executed and delivered shall be deemed an original instrument, but all such counterparts together shall constitute but one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

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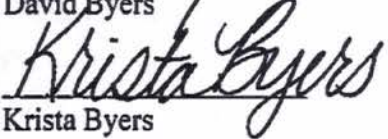
Page 6 of 10

IN WITNESS WHEREOF, Lessor and Lessee have executed and delivered this Lease as of the Effective Date.

LESSOR:



David Byers



Krista Byers



Ellese Byers

LESSEE:

U.S. SILICA COMPANY

By: 

Name: Bryan Shinn

Title: President and CEO

**Reviewed by U.S. Silica
Legal Department**


Initial


Date

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EXHIBIT A
PROPERTY

Parcel #1

The W¹/₂ of the SE¹/₄ and the SW¹/₄ of the NE¹/₄ all in Section 17, Township 1 North, Range 4 East, Murray County, Oklahoma, containing 120 acres, more or less.

- 100% of ground water rights.

Parcel #2

The NW¹/₄ of Section 15, Township 1 North, Range 4 East, Murray County, Oklahoma, containing 160 acres, more or less.

- 100% of ground water rights.

Parcel #3

A portion of the S¹/₂ of the SW¹/₄ not previously conveyed in Section 10, Township 1 North, Range 4 East; containing 17.48 acres, more or less.

- 100% of ground water rights.

Parcel #4

The NE¹/₄ of Section 16, Township 1 North, Range 4 East, Murray County, Oklahoma, containing 160 acres, more or less.

- 100% of ground water rights.

Parcel #5

The Northwest Quarter of the Southwest Quarter (NW¹/₄ SW¹/₄) and the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of Section Eleven (11), Township One (1) North, Range Four (4) East of the Indian Base and Meridian, in Murray County, Oklahoma, LESS AND EXCEPT a tract of land lying in the NW¹/₄ SW¹/₄, being more particularly described as follows: Commencing at the Northwest Corner of said NW¹/₄ SW¹/₄; thence S 0°12'03"W along the West line of said Section 11, a distance of 204.07 feet to the Point of Beginning; thence S 86°54'45"E, a distance of 270.34 feet; thence S 0°12'03"W and parallel to the West line of said Section 11, a distance of 91.39 feet; thence N 89°47'57"W and perpendicular to said West line, a distance of 270.00 feet; thence N 0°12'03"E, a distance of 150.00 feet to the Point of Beginning; said described tract containing 0.61 Acres, more or less.

- 100% of ground water rights.

50
- 49.39

0.61

11

Parcel #6

A tract of land lying in the S/2 SE/4 of Section 10, Township 1 North, Range 4 East, Murray County, Oklahoma, and being more particularly described as follows: Commencing at the Southwest corner of the S/2 SE/4 of said Section 10, said point being the POINT OF BEGINNING; thence N 0° 09'51" E along the West line of said S/2 SE/4, a distance of 994.39 feet; thence S 75° 33'30"E, a distance of 1732.30 feet; thence S 44° 29'17"E, a distance of 331.52 feet; thence N 64° 21'59"E, a distance of 570.42 feet; thence S 88° 05'40" E, a distance of 209.88 feet to a point on the East line of said Section 10; thence S 0° 12'03"W along the East line of said Section 10, a distance of 569.34 feet to the Southeast corner of said Section 10; thence N 89° 55'11" W along the South line of said Section 10, a distance of 2634.78 feet to the Point of Beginning; said described tract containing 40.52 acres, more or less.

- One fourth (1/4) of ground water rights (i.e., 10.13 acres).

Parcel #7

A tract of land lying in the SE¼ of Section 10, Township 1 North, Range 4 East, Murray County, Oklahoma, and being more particularly described as follows: Commencing at the Northeast corner of the SE¼ SE¼ of said Section 10, said point being the POINT OF BEGINNING; thence S 0° 12'03" W along the east line of said Section 10, a distance of 754.03 feet; thence N 88° 05'40" W along the existing fence line, a distance of 290.88 feet to a fence corner; thence S 64° 21'59" W, a distance of 570.42 feet to a fence corner; thence N 44° 29'17" W, a distance of 331.52 feet to a fence corner; thence N 75° 33'30" W, a distance of 1151.65 feet to a fence corner; thence N 8° 58'14" E, a distance of 70.55 feet to a fence corner; thence S 81° 27'53" E along the existing fence, a distance of 341.72 feet; thence N 34° 13'11" E, a distance of 576.21 feet; thence N 91° 14'06" E, a distance of 349.15 feet; thence S 89° 48'30" E, a distance of 687.58 feet to a point of the west line of the E½ NE¼ SE¼ of said Section 10; thence S 0° 11'30" W, a distance of 366.65 feet to the southwest corner of the E½ NE¼ SE¼ of said Section 10; thence S 89° 54'46" E, a distance of 658.91 feet to the POINT OF BEGINNING; said described tract containing 35.38 acres, more or less.

- Twenty-five percent (25%) of ground water rights (i.e., 8.85 acres).

Parcel #8

The Southeast Quarter (SE¼) of Section Nine (9), Township One (1) North, Range Four (4) East of the Indian Base and Meridian, containing One Hundred Sixty (160) acres, more or less, according to the United States Government Survey thereof.

AND

The Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Ten (10), Township One (1) North, Range Four (4) East of the Indian Base and Meridian, Murray County, State of Oklahoma.

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- Half (1/2) of ground water rights (i.e., 100 acres).

Parcel #9
 E 1/2 SE SW & W 1/2 SW SE & W 1/2 E 1/2 SW SE & SE SE SW SE & W 1/2 W 1/2 NE & W 1/2 NW SE & E 1/2 W 1/2 SW & W 1/2 E 1/2 SW & SE NE SW, All in Section 2, Township 1 North, Range 4 East, Murray County, Oklahoma.

AND
 S 1/2 SE NE & E 1/2 SE & SE SW SE & W 1/2 W 1/2 SE & E 1/2 NW SE & NE SW SE, All in Section 3, Township 1 North, Range 4 East, Murray County, Oklahoma.

AND
 NE 1/4 of Section 10, Township 1 North, Range 4 East, Murray County, Oklahoma.

AND
 A tract of land lying in the South Half (S 1/2) of Section 10, Township 1 North, Range 4 East, Murray County, Oklahoma, being more particularly described as follows: Commencing at the center of said Section 10 (NE corner of SW 1/4), said point being the Point of Beginning; thence S 89°54'20"E, along the north line of the SE 1/4 of said Section 10, a distance of 1977.36 feet to the Northeast Corner of the W 1/2 NE 1/4 SE 1/4 of said Section 10; thence S 0°11'30"W, along the east line of the W 1/2 NE 1/4 SE 1/4, a distance of 956.81 feet; thence N 89°48'30"W, a distance of 687.58 feet; thence S 9°14'06"W, a distance of 349.15 feet; thence S 34°13'11"W, a distance of 576.21 feet; thence N 81°27'53"W, a distance of 341.72 feet; thence S 8°58'14"W, a distance of 70.55 feet; thence N 75°33'30" W, a distance of 580.65 feet to a point on the east line of the SE 1/4 SW 1/4 of said Section 10; thence N 89°54'46"W and parallel to the north line of SE 1/4 SW 1/4 of said Section 10, a distance of 1317.71 feet to a point on the west line of the SE 1/4 SW 1/4 of said Section 10; thence N 0°08'45"E, a distance of 329.31 feet to the Northwest Corner of the SE 1/4 SW 1/4 of said Section 10; thence continuing N 0°08'45"E, a distance of 1323.86 feet to the Northwest Corner of the NE 1/4 SW 1/4 of said Section 10; thence S 89°54'20"E, a distance of 1318.24 feet to the Point of Beginning; said described tract containing 114.26 acres, more or less.

- Half (1/2) of ground water rights (i.e., 328.38 acres).

PARCEL 9 TOTAL 656.8 50% = 328.4

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MAR 26 2020

ATTACHMENT D
LEASE OF GROUNDWATER RIGHTS
EAST OF HICKORY, OK
FOB JONES

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE was entered into on the 1st day of July, 2015 by and between Fob F. Jones, Lessor, whose address is 1010 W. 2nd Street, Sulphur, Oklahoma 73086 (collectively referred to as "Lessor") and U.S. Silica Company, a Delaware corporation, Lessee, whose address is 8490 Progress Dr., Ste 300, Frederick, Maryland 21701, ("Lessee") Fob F. Jones state that he is dealing with his sole and separate property.

1. The real property covered by the Lease is situated in Murray County, State of Oklahoma, and is more particularly described in Exhibit A attached hereto ("Property").
2. By the terms of the Lease, the Lessor demises, grants and leases the "Groundwater Rights" exclusively to Lessee, its successors and assigns, for the purposes of beneficially utilizing the groundwater rights pursuant to the Lease.
3. The term of the Lease commences on July 1, 2015 and terminates ten (10) years thereafter. Lessee and Lessor may extend and renew the term of the Lease for one (1) year renewal terms upon the expiration of the primary Lease period.
4. This Memorandum is executed and filed for the purpose of providing notice of the Lease only and is not intended to enlarge, diminish or otherwise affect the rights and obligations of the parties to Lease.

[The rest of this page has been left blank intentionally.]

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MAR 26 2020

Oklahoma Water Resources Board

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease on the day and year first above written.

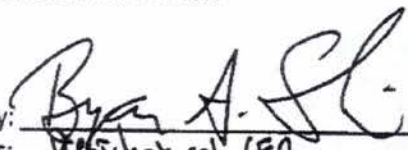
LESSOR:

LESSEE:




FOB F. JONES

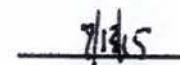
U.S. SILICA COMPANY

By: 
Its: President and CEO

**Reviewed by U.S. Silica
Legal Department**



Initial



Date

EXHIBIT A
PROPERTY

Parcel #1

160 *TOTAL 620*
320 *80* *20* *40* *TOTAL 460*
The E $\frac{1}{2}$ and the S $\frac{1}{2}$ SW $\frac{1}{4}$ and the S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1 and the N $\frac{1}{2}$ N $\frac{1}{2}$ of Section 12, all in Township 1 North, Range 3 East, Murray County, Oklahoma.

AND

TOTAL 70
40 *20* *10* *TOTAL 70*
The SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 36, Township 2 North, Range 3 East, Murray County, Oklahoma.

- 100% of ground water rights (i.e., 690 acres).

Parcel #2

TOTAL 60
40 *20*
The SW $\frac{1}{4}$ SE $\frac{1}{4}$ and W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11, Township 1 North, Range 3 East, Murray County, Oklahoma.

- 100% of ground water rights (i.e., 60 acres).

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MAR 26 2020

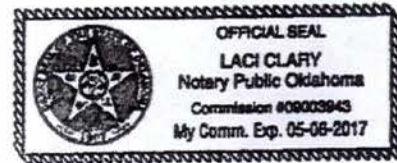
Oklahoma Water Resources Board

STATE OF OKLAHOMA)
) ss:
COUNTY OF MURRAY)

This foregoing instrument was acknowledged before me this 2nd day of June 2015 by Fob F. Jones.

Laci Clary
NOTARY PUBLIC

My Commission Expires: 05/06/2017
My Commission Number: 09003943



STATE OF MARYLAND)
) ss:
COUNTY OF FREDERICK)

This foregoing instrument was acknowledged before me this 13th day of JULY, 2015 by BRYAN A. SWINN as PRESIDENT & CEO of U.S. SILICA COMPANY.

Karrie L. Loucks
NOTARY PUBLIC

My Commission Expires: 11/5/2018
My Commission Number: _____

