

# Amegy Bank N.A.

P.O. Box 27459  
Houston, Texas 77227-7459

Office Address:  
4400 Post Oak Parkway  
Houston, Texas 77027

Swift: SWBKUS44  
Phone: (713) 235-8800  
Fax: (713) 232-5928

## IRREVOCABLE LETTER OF CREDIT

Amount: \$1,055,379.00

Date: May 25, 2012

To: County of Eau Claire  
Planning & Development Department Land Conservation Division  
227 1<sup>st</sup> Street West  
Altoona, WI 54720

At the request of and for the account of Hi-Crush Proppants LLC for Hi-Crush Augusta LLC, 3 Riverway, Suite 1550, Houston, Texas 77056 ("Applicant") we hereby establish this Irrevocable Letter of Credit no. SC 7774 in favor of Eau Claire County as beneficiary up to the aggregate amount of One Million, Fifty-Five Thousand, Three Hundred Seventy-Nine and No/100 Dollars (\$1,055,379.00).

We hereby irrevocably authorize you draw on us, in accordance with the terms and conditions hereinafter set forth, up to an amount not exceeding \$1,055,379.00 (the "stated amount") for nonmetallic mining reclamation ("project") located in the Town of Bridge Creek, Eau Claire County, Wisconsin. Each draw hereunder shall reduce the stated amount of this Irrevocable Letter of Credit.

The purpose of this Irrevocable Letter of Credit is to secure the Applicant's nonmetallic mining reclamation permit (the "permit" or "reclamation permit") as well as ensure compliance with other conditions of the permit issued to the Applicant by the County of Eau Claire ~~in accordance with Chapter 18.94 and 18.96 of County Code. In the event the County of Eau Claire Land Use Controls Supervisor unilaterally determines that the Applicant has failed to reclaim the project in accordance with the terms of the permit, the County through its Planning and Development Committee, is authorized to draw upon this Irrevocable Letter of Credit without any further consent on the part of the Applicant, for the purpose of securing compliance with the permit,~~ by presentation of the County's SIGHT DRAFT drawn on Amegy Bank N.A. and bearing reference to this Irrevocable Letter of Credit no. SC 7774.

This Irrevocable Letter of Credit is effective on May 25, 2012, and shall expire on May 25, 2013, except that this Letter of Credit shall automatically extend on the termination date for a term of one year and annually thereafter on each successive termination date until all of the implementation requirements have been completed, ~~unless we elect to cancel/not extend this Irrevocable Letter of Credit. In the event we wish to cancel/not extend this Irrevocable Letter of Credit, we shall provide notice in writing of our intent to cancel/not extend the Letter of Credit to the beneficiary by registered or certified mail at least 90 (ninety) days prior to the end of the current or any automatically extended term of this Letter of Credit. Unless the Applicant delivers to the beneficiary a replacement Letter of Credit or other acceptable proof of financial assurance under Chapter 18.96 of the County Code, we will pay to the beneficiary the unused balance of this letter of credit on the termination date upon receipt by Amegy Bank N.A. of beneficiary's sight draft drawn on Amegy Bank N.A. and indicating Letter of Credit no. SC 7774.~~


Expire date in  
five years



We understand that this Irrevocable Letter of Credit is only released from the financial assurance responsibilities as contained herein following the written notice of release from the Land Use Controls Division ~~after Applicant's full compliance with the reclamation permit as issued under Chapters 18.94 and 18.96 of the Eau Claire County Code,~~ and Amegy Bank N.A. is provided copy of such release accompanied by the return of this original Irrevocable Letter of Credit to Amegy Bank N.A.

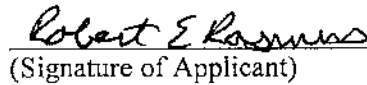
I certify that I am authorized to execute this Irrevocable Letter of Credit on behalf of Amegy Bank N.A., a bank or financial institution which is examined and regulated by federal agency.

Attest:

 James A. Ardissono, SVP  
(Signature and Title of Official of Issuing Institution)

May 25, 2012  
(Date Signed)

 Devika Patel, AVP  
(Signature and Title of Official of Issuing Institution)

 Robert E. Rasmussen  
(Signature of Applicant)

May 25, 2012  
(Date Signed)

Hi-Crush Proppants LLC for  
Hi-Crush Augusta LLC

~~This letter of credit is subject to the Wisconsin uniform Commercial Code and the Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce.~~



This statement indicates that the above codes and Customs determine the rules of the letter of credit. The County code and NR 135 do not apply to the execution of the Letter if credit.

IRREVOCABLE STANDBY LETTER OF CREDIT

RIVER BANK  
4401 MORMON COULEE RD  
LA CROSSE, WI 54601  
(NAME AND ADDRESS OF ISSUING BANK)

BENEFICIARY LETTER OF CREDIT NO. DATE  
EAU CLAIRE COUNTY, WISCONSIN 224 September 5, 2013

227 FIRST ST W  
ALTOONA, WI 54720

WE HEREBY AUTHORIZE YOU TO DRAW ON US FOR THE ACCOUNT OF HIGH COUNTRY SAND, LLC

UP TO AN AGGREGATE AMOUNT OF One Hundred Twelve Thousand Five Hundred and 00/100 \$ 112,500.00 )  
AVAILABLE BY YOUR DRAFTS AT SIGHT TO BE ACCOMPANIED BY

~~PROOF THAT HIGH COUNTRY SAND, LLC IS NOT IN COMPLIANCE WITH THE RECOMMENDATION REQUIREMENTS AS SPECIFIED IN THE PERMIT NUMBER NMMR2012-02 OF THE EAU CLAIRE COUNTY NON METALLIC MINING RECLAMATION PERMIT.~~

~~A 90 DAY WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL IS NECESSARY TO CANCEL THIS IRREVOCABLE LETTER OF CREDIT.~~

Delete the above sentences

Add: a copy of this irrevocable standby letter of credit.

SPECIAL INSTRUCTIONS:

ALL BANKING CHARGES OTHER THAN ISSUING BANK'S ARE FOR BENEFICIARY'S ACCOUNT.  
PARTIAL DRAWINGS  PERMITTED  NOT PERMITTED.

Add: Wisconsin Uniform Commercial Code

ALL DRAFTS MUST BE MARKED "DRAWN UNDER LETTER OF CREDIT OF RIVER BANK  
(NAME OF ISSUING BANK)

NO. 224 DATED September 5, 2013

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. WE AGREE WITH YOU TO PAY DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT IF PRESENTED AT THIS OFFICE TOGETHER WITH THIS LETTER OF CREDIT ON OR BEFORE THE CLOSE OF OUR BUSINESS ON September 5, 2015

Have expire date five years from effective date.

September 5, 2013  
(DATED)  
RIVER BANK  
NAME OF BANK  
BY Phil Moen  
AUTHORIZED SIGNATURE  
PHIL MOEN, VICE PRESIDENT