

## SECOND AMENDMENT TO CREDIT AGREEMENT

This SECOND AMENDMENT TO CREDIT AGREEMENT (this “*Amendment*”), dated as of April 7, 2017, is entered into among Chieftain Sand and Proppant, LLC, a Delaware limited liability company (the “*Borrower*”), Chieftain Sand and Proppant Barron, LLC, a Wisconsin limited liability company (the “*Guarantor*”, and together with the Borrower, the “*Credit Parties*”), Energy Capital Partners Mezzanine Opportunities Fund A, LP, a Delaware limited partnership (“*ECP Fund A*”), Energy Capital Partners Mezzanine Opportunities Fund, LP, a Delaware limited partnership (“*ECP Fund*”), Energy Capital Partners Mezzanine Opportunities Fund B, LP, a Delaware limited partnership (with ECP Fund A and ECP Fund, each, a “*Lender*,” and collectively, the “*Lenders*”), and ECP Fund A, as administrative agent and collateral agent for the Lenders (the “*Administrative Agent*”, and together with the Lenders, the “*Lender Parties*”).

### RECITALS

A. Reference is made to that certain Credit Agreement, dated as of January 9, 2017 (as amended on February 10, 2017, and as further modified, amended, waived or supplemented prior to the date hereof, the “*Credit Agreement*”) entered into by the Borrower, the Guarantor, the Lenders and the Administrative Agent.

B. The Borrower has requested that the Lenders amend the Maturity Date under and as defined in the Credit Agreement on the terms and conditions set forth herein.

C. Section 9.01 of the Credit Agreement provides that the Lenders and the Credit Parties may enter into written amendments, supplements or modifications of the Credit Agreement from time in accordance with the terms thereof, including the extension of the final scheduled date of maturity of any Loan thereunder pursuant to Section 9.01(i) of the Credit Agreement.

D. The Lenders are willing, subject to the terms and conditions of this Amendment and the terms and conditions of the Credit Agreement to provide such amendment.

### AGREEMENT

**NOW, THEREFORE**, in consideration of these premises and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **General.** Unless otherwise indicated, all section, exhibit and schedule references herein are to sections, exhibits and schedules of this Amendment. Capitalized terms used herein and not otherwise defined herein (including in the recitals hereof) shall have the meanings set forth in the Credit Agreement. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents and shall be administered and construed pursuant to the terms of the Credit Agreement, including the rules of interpretation set forth in Sections 1.02, 1.03, 1.04 and 1.05 of the Credit Agreement.

**2. Conditions Precedent to Effectiveness.**

The effectiveness of this Amendment, and the amendment set forth in Section 3, shall, in each case, be subject to the satisfaction of each of the following conditions precedent (the date such conditions precedent are satisfied, the “*Amendment Effective Date*”):

2.1 Loan Documents. The Administrative Agent shall have received counterparts of this Amendment duly executed and delivered by each of the Borrower, the Guarantor and each Lender.

2.2 Representations and Warranties. Each of the representations and warranties set forth in Section 4 shall be true and correct in all respects.

**3. Amendment.**

3.1 Amendment to Credit Agreement. Effective on and after the Amendment Effective Date, the parties hereto agree that the Credit Agreement shall be amended as follows:

(a) The defined term “Maturity Date” set forth in Section 1.01 of the Credit Agreement shall be amended by replacing the date “May 12, 2017” in clause (a) thereof with the date “June 1, 2017”.

**4. Representations, Warranties, and Covenants.** The Borrower and the Guarantor represent and warrant to, and covenant and agree with, the Administrative Agent and the Lenders that:

4.1 it has all requisite power and authority to enter into this Amendment and to carry out the transactions contemplated by, and perform its obligations under this Amendment and the Credit Agreement and the other Loan Documents to which it is a party;

4.2 it has taken all necessary action to authorize the execution, delivery, and performance of this Amendment;

4.3 this Amendment has been duly executed and delivered by it and constitutes its legal, valid, and binding obligations, enforceable against it in accordance with the terms hereof, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors’ rights or by the effect of general equitable principles;

4.4 no consent, approval, authorization, or order of, or filing, registration, or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery, performance, enforceability or validity of this Amendment or in connection with the transactions contemplated herein;

4.5 all of the representations and warranties contained in Article III of the Credit Agreement and Article III of the Guarantee and Collateral Agreement are true and correct in all material respects (except to the extent that any such representation and warranty is qualified by a materiality standard, in which case such representation and warranty shall be true and correct in

all respects) as of the date hereof (except to the extent expressly relating to any earlier date) before and after giving effect to this Amendment;

4.6 no event has occurred and is continuing on the date hereof, or could reasonably result from the execution of this Amendment, which constitutes a Default or an Event of Default;

4.7 the execution and delivery of this Amendment and the performance by it under this Amendment, the Credit Agreement and the other Loan Documents to which it is a party do not and will not violate any of its organizational documents, any applicable Requirements of Law or any of its contractual obligations and will not result in, or require, the creation or imposition of any Lien on any of its properties or revenues pursuant to any applicable Requirements of Law or any such contractual obligation; and

4.8 the Lender Parties' security interests in the Collateral continue to be valid, binding, and enforceable first-priority security interests that secure the Obligations (subject only to the Permitted Liens), and no tax or judgment liens are currently of record against the Borrower or the Guarantor.

## 5. **Miscellaneous.**

5.1 Ratification of Credit Agreement and other Loan Documents. From and after the Amendment Effective Date all references in the Loan Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement as amended by this Amendment. Except as herein specifically agreed, each of the Borrower and the Guarantor acknowledge and hereby agree that the Credit Agreement and other applicable Loan Documents, including the Security Documents, are hereby ratified and confirmed, remain in full force and effect according to their respective terms, and constitute the legal, valid and binding obligations of each of the Borrower and each Guarantor, enforceable against such Person in accordance with their terms.

5.2 No Other Amendment or Waiver. The execution, delivery and performance of this Amendment shall not constitute an amendment or waiver of any provision of, or operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under, the Credit Agreement or any other Loan Document. The amendment contained herein is limited to the specific provisions and circumstances described and shall not be deemed to prejudice any rights not specifically addressed herein which the Administrative Agent or any Lender may now have or may have in the future under the Credit Agreement or any other Loan Document. Neither the Administrative Agent nor any Lender is waiving or has waived any defaults or any of its rights and remedies arising from or relating to any defaults, whether known or unknown, and reserves the right to issue default notices with respect to any defaults, and reserves all rights and remedies under the Credit Agreement and other Loan Documents with respect to itself and the Lenders.

5.3 Reaffirmation. Each Credit Party hereby (i) confirms its respective pledges, grants of security interests, undertakings and other obligations, as applicable, under and subject to the terms of the Credit Agreement and each of the Security Documents to which it is party, (ii) agrees that, notwithstanding the effectiveness of the Credit Agreement or any of the transactions contemplated thereby, such pledges, grants of security interests, undertakings and other obligations, and the terms of the Credit Agreement and each of the Security Documents to which

it is party are not impaired or adversely affected in any manner whatsoever and shall continue to be in full force and effect and shall continue to secure all the Obligations, as amended, increased and/or extended pursuant to the terms and conditions of the Credit Agreement and (iii) acknowledges, confirms and agrees that the Administrative Agent, on behalf of the Lenders, has and shall continue to have valid, enforceable and perfected first-priority liens upon and security interests in the Collateral heretofore granted by it to the Administrative Agent, for the benefit of the Lenders, pursuant to the Credit Agreement and each of the Security Documents to which it is party.

5.4 Approval of Amendment. Each of the undersigned Lenders, by execution and delivery to the Administrative Agent of its signature page hereto, hereby instructs the Administrative Agent to enter into this Amendment.

5.5 Counterparts/Delivery Method. This Amendment may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by telecopier or electronic means in portable document format of an executed counterpart of a signature page of this Amendment shall be as effective as delivery of a manually executed counterpart hereof.

5.6 Costs and Expenses. Each of the Borrower and each Guarantor hereby affirms its obligation under Section 9.05 of the Credit Agreement to reimburse the Administrative Agent for its costs and expenses incurred in connection with the preparation, negotiation, closing and administration of this Amendment, including, but not limited to, the reasonable attorneys' fees of the Administrative Agent with respect thereto.

5.7 Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto; *provided* that such assignment is permitted by the Credit Agreement.

5.8 Governing Law. This Amendment shall be governed by, and construed under, the laws of the State of New York, without regard to the conflict of law principles that would result in the application of any law other than the law of the State of New York (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

5.9 ENTIRE AGREEMENT. THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO OR THERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO AND THERETO.

5.10 Severability. In case any one or more of the provisions contained in this Amendment should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision.

5.11 Headings. Paragraph and section headings have been inserted in this Amendment as a matter of convenience for reference only and it is agreed that such paragraph and section headings are not a part of this Amendment and shall not be used in the interpretation of any provision of this Amendment.

5.12 Further Assurances. The Borrower and each Guarantor hereby agrees to authorize, execute and deliver all additional instruments, certificates, financing statements, agreements or documents, and take all such actions as the Administrative Agent or the Lenders may reasonably request for the purposes of implementing or effectuating the provisions of this Amendment.

5.13 Incorporation by Reference. Sections 9.15 (*Waiver of Jury Trial*) and 9.13 (*Submission to Jurisdiction; Waivers*) of the Credit Agreement are hereby incorporated by reference *mutatis mutandis*.

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**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed as of the day and year first above written.

BORROWER:

**CHIEFTAIN SAND AND PROPPANT, LLC**,  
a Delaware limited liability company

By:   
Victor A. Serri, Chief Executive Officer

GUARANTOR:

**CHIEFTAIN SAND AND PROPPANT BARRON LLC**,  
a Wisconsin limited liability company

By:   
Victor A. Serri, Chief Executive Officer

ADMINISTRATIVE AGENT:

**ENERGY CAPITAL PARTNERS MEZZANINE  
OPPORTUNITIES FUND A, LP,**  
a Delaware limited partnership

By: Energy Capital Partners Mezzanine GP, LP  
Its: General Partner

By: Energy Capital Partners Mezzanine, LLC  
Its: General Partner

By:



\_\_\_\_\_  
Name: Peter Labbat  
Title: Managing Member

LENDERS:

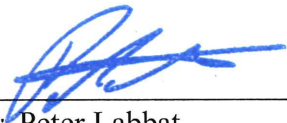
**ENERGY CAPITAL PARTNERS MEZZANINE OPPORTUNITIES FUND A, LP,**

a Delaware limited partnership

By: Energy Capital Partners Mezzanine GP, LP  
Its: General Partner

By: Energy Capital Partners Mezzanine, LLC  
Its: General Partner

By:

  
Name: Peter Labbat  
Title: Managing Member


**ENERGY CAPITAL PARTNERS MEZZANINE OPPORTUNITIES FUND, LP,**

a Delaware limited partnership

By: Energy Capital Partners Mezzanine GP, LP  
Its: General Partner

By: Energy Capital Partners Mezzanine, LLC  
Its: General Partner

By:

  
Name: Peter Labbat  
Title: Managing Member

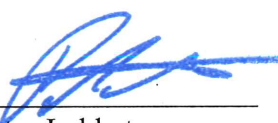
**ENERGY CAPITAL PARTNERS MEZZANINE OPPORTUNITIES FUND B, LP,**

a Delaware limited partnership

By: Energy Capital Partners Mezzanine GP, LP  
Its: General Partner

By: Energy Capital Partners Mezzanine, LLC  
Its: General Partner

By:

  
Name: Peter Labbat  
Title: Managing Member