

**Fill in this information to identify the case:**

Debtor Hi-Crush Inc.

United States Bankruptcy Court for the: Southern District of Texas  
(State)

Case number 20-33495

## Official Form 410

## Proof of Claim

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

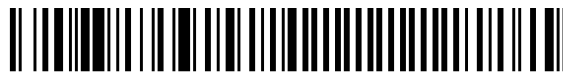
**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Bridge Funding Group, Inc.</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor <u>Bridge Capital Leasing, Inc.</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> See summary page  Contact phone <u>305-379-3121</u> Contact email <u>arice@rprslaw.com</u>	<b>Where should payments to the creditor be sent? (if different)</b> See summary page  Contact phone <u>305-698-4150</u> Contact email <u>smilchuk@bankunited.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>491</u> Filed on <u>August 14, 2020</u> <small>MM / DD / YYYY</small>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
<b>7. How much is the claim?</b>	\$ <u>372,491.26</u> <b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Lease Guarantee Prepetition - See D and I Silica, LLC Claim No. 461</u></p>
<b>9. Is all or part of the claim secured?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<b>10. Is this claim based on a lease?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ <u>372,491.26</u>
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/19/2020  
MM / DD / YYYY

/s//s/ Arthur Halsey Rice  
Signature

Print the name of the person who is completing and signing this claim:

Name /s/ Arthur Halsey Rice  
First name Middle name Last name

Title Esquire

Company Rice Pugatch Robinson Storfer and Cohen, PLLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 554-5810 | International (781) 575-2032

<b>Debtor:</b> 20-33495 - Hi-Crush Inc. <b>District:</b> Southern District of Texas, Houston Division		
<b>Creditor:</b> Bridge Funding Group, Inc. c/o Arthur Halsey Rice, Esq. 101 Northeast Third Avenue Suite 1800 Fort Lauderdale, Florida, 33301 United States <b>Phone:</b> 305-379-3121 <b>Phone 2:</b>  <b>Fax:</b> 954-462-4300 <b>Email:</b> arice@rprslaw.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> BankUnited, N.A. Attention: Scott Milchuk, Senior Vice President 7765 NW 148th Street  Miami Lakes, Florida, 33016 United States <b>Phone:</b> 305-698-4150 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> smilchuk@bankunited.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b> Bridge Capital Leasing, Inc.	<b>Amends Claim:</b> Yes - 491, August 14, 2020 <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Lease Guarantee Prepetition - See D and I Silica, LLC Claim No. 461	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 372,491.26	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 372,491.26 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	

**Submitted By:**

/s/ Arthur Halsey Rice on 19-Aug-2020 5:28:57 p.m. Eastern Time

**Title:**

Esquire

**Company:**

Rice Pugatch Robinson Storfer and Cohen, PLLC

## GUARANTY AGREEMENT

This Guaranty Agreement is entered into as of April 1, 2014 and is by Hi-Crush Partners LP, a Delaware limited partnership, as Guarantor, in favor of Greenbrier Leasing Company LLC and its successors and assigns ("Lessor").

### WITNESSETH:

WHEREAS, Lessor and D & I Silica, LLC ("Lessee") intend to enter into a Lease Agreement dated as of April 1, 2014, and multiple Schedules thereto (each Schedule, together with the Lease Agreement as it pertains to such Schedule, a "Lease"), pursuant to which Lessor will lease railcars to Lessee; and

WHEREAS, Lessor would not enter into the Leases without the guaranty of Guarantor; and

WHEREAS, Lessee has furnished to Guarantor good and valuable consideration for Guarantor to enter into this Guaranty, the receipt and adequacy of which are hereby acknowledged by Guarantor;

NOW THEREFORE, as an inducement to Lessor to enter into the Leases and in consideration of the premises, Guarantor hereby agrees as follows:

**GUARANTY:** Guarantor hereby guaranties the prompt, full and faithful performance by Lessee of all of the lessee's obligations, covenants and undertakings under the Leases. Guarantor further guaranties the truth and accuracy of the representations and warranties made by Lessee under each Lease. In the event of a default by Lessee in its performance under any Lease, or the inaccuracy of any of the representations and warranties made by Lessee under any Lease, Guarantor will faithfully undertake such action as may be necessary to cure said default or inaccuracy in a timely manner, and agrees it will have no right to pursue or recover under any resulting claim it may have against Lessee until all Lessee obligations under the Leases are satisfied in full, and will subordinate such claim to Lessor's payment and performance rights under the Leases.

This is a guaranty of present and future payment and performance. Guarantor agrees that Lessor shall not be obligated, prior to seeking recourse against Guarantor, to take any of the following actions (although Lessor may do so, in whole or in part, at its sole option), all of which are hereby unconditionally waived by Guarantor: (i) take any steps whatsoever to require performance of the undertakings by Lessee or any other party; or (ii) file any claim of any kind against Lessee or any other party. With full knowledge of its significance and consequence, Guarantor waives (a) any right to require Lessor to pursue any other remedy under any "one action" or "anti-deficiency" law or any claim which may prevent Lessor from bringing an action, including a claim for deficiency, against Guarantor before or after Lessor's commencement or completion of any type of foreclosure action; (b) notice or presentment; (c) Lessor's election of remedies that may affect Guarantor's right of subrogation or reimbursement from Lessee; (d) any

disability or defense of Lessee; and (e) the benefit of any statute of limitations. Lessor will be entitled to recover all costs, expenses and attorney fees incurred by Lessor in enforcing its rights and remedies hereunder and in connection with the Leases, including but not limited to attorney fees and costs incurred at trial, on appeal and in any mediation, arbitration or bankruptcy proceeding.

The liability of Guarantor for payment and performance by Lessee as required under the Leases shall be absolute, irrevocable and unconditional, and nothing whatever except actual full performance as required shall operate to discharge Guarantor's liability hereunder. Accordingly, Guarantor unconditionally and irrevocably waives each and every defense which, under the principals of guaranty and suretyship law, would otherwise operate to impair or diminish the liability of Guarantor. Without limiting the generality of the foregoing, Guarantor agrees that none of the following shall diminish or impair the liability of Guarantor in any respect (any or all of which may be done without notice to Guarantor of any kind): (i) any extension, modification, indulgence, compromise, settlement or variation of the terms of any Lease; (ii) the voluntary or involuntary discharge or release of any of the obligations of the Lessee, or of any other person liable therefor, by reason of bankruptcy or insolvency laws or otherwise; (iii) the acceptance or release by Lessor, with or without substitution, of any collateral security or other guaranty, or any settlement, compromise or extension with respect to any collateral security or other guaranty; (iv) the creation of any new obligations covered by this Guaranty; or (v) the making of a demand, or absence of demand, for performance by Lessee of any of its obligations under any Lease. If at any time (including any time after termination or expiration of this Guaranty) payment under any Lease is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy, or reorganization of Lessee or Guarantor or otherwise, Guarantor's obligations hereunder with respect to such payment shall be reinstated upon such restoration or return being made by Lessor, all as though such payment had not been made. No invalidity, irregularity or unenforceability of all or any part of any Lease shall affect, impair or be a defense to this Guaranty, and this Guaranty is a primary obligation of Guarantor.

Guarantor agrees, (i) within one hundred twenty (120) days of the end of each of its fiscal years during the term of the Lease Agreement, to furnish, if not publicly available, its financial statements of income and changes in financial condition to Lessor for such year and a balance sheet as of the end of such year, examined by independent public accountants and bearing the audit report of such accountants, and (ii) to furnish to Lessor such other financial information as Lessor may reasonably request.

Guarantor represents and warrants it is duly organized under the laws of its state of formation and has authority to enter into this Guaranty, and the entering into of this Guaranty does not contravene any of the provisions of its governing documents, or any law, regulation or rule, or any contractual obligation or restriction binding on Guarantor.

This Guaranty (i) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof; (ii) may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; (iii) shall inure to the benefit of Lessor and its successors and assigns, and shall be binding upon

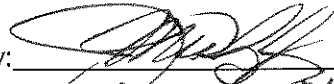
Guarantor and its successors and assigns; (iv) may be modified only by an instrument in writing signed by Guarantor and Lessor; and (v) shall in all respects be governed by, and construed in accordance with, the laws of the State of Oregon (without giving effect to principles of conflicts of laws). Guarantor irrevocably and unconditionally submits to the jurisdiction of and venue in federal and/or state courts located in the State of Oregon, Multnomah County, for any proceeding arising under or in relation to this Guaranty. Guarantor hereby waives any right to a jury trial. Whenever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty is held illegal or unenforceable, the validity of the remaining provisions shall not be affected.

Guarantor acknowledges Lessor's (and each of Lessor's successors' and assigns') right to freely assign all or any portion of its interest under this Guaranty, with respect to some or all of the Leases, from time to time, and hereby consents to and accepts any such assignment and agrees to execute an acknowledgement of any such assignment(s), in such form as Lessor or its assignee may reasonably request. Guarantor further acknowledges that Guarantor may not assign its obligations under this Guaranty without Lessor's prior written consent and any attempted transfer or assignment without Lessor's consent shall be void.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
JAMES M. WHITMAN  
Co-CEO & President