

Section 14.6 Choice of Law. This Operations Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 14.7. Ordinance Identified.. For purposes of this "Operations Agreement", Ordinance shall mean the Town of Dovre Nonmetallic Mining Permits; Nonmetallic Mine Operation Ordinance adopted on December 12, 2012.

Section 14.8 Applicability of Ordinance. In the event of any conflict between the terms of this Operations Agreement and the Ordinance, the terms of the Agreement shall control.

Section 14.9 Copy of Operations Agreement May be Recorded. The parties agree that a memorandum of this Operations Agreement may be recorded against real estate on which Nonmetallic Mine Operations are maintained by Sioux Creek Silica, LLC..

Section 14.10 Indemnification Insurance Coverage. Sioux Creek Silica, LLC., shall indemnify and hold the Town harmless from any personal injury or property damage sustained due to its use of Town highways or that of its contracted truck haulers and provide to the Town a Certificate of Insurance to this effect, naming the Town, in amounts and types of coverage as are provided by Sioux Creek Silica, LLC., to Barron County.

Section 14.11 Operations Agreement Not Inclusive of Highway Maintenance or Use. The Town and Sioux Creek Silica, LLC., have not entered into a separate agreement regarding the use of Town highways for sand hauling. Unless and until the Town and SCS enter into a separate agreement regarding the use of Town highways and roads for the hauling of sand, Sioux Creek Silica, LLC., shall not utilize any Town highways or roads owned and/or maintained by the Town to haul sand between the Mine Location and the Load-Out Facility Location except as provided in Article 7 of this Agreement dated June 10, 2014.

ARTICLE 15 – REIMBURSEMENT OF TOWN EXPENSES

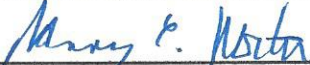
Sioux Creek Silica, LLC., expressly agrees to reimburse the Town for all legal fees and expenses and consulting fees and expenses associated with the development and negotiation of this Operations Agreement. The total of such fees and expenses to be reimbursed to the Town shall not exceed \$15,000.

The Town shall provide an itemized accounting of all fees and expenses for which reimbursement is sought within thirty (30) days of the effective date of this Agreement. Sioux Creek silica, LLC., shall pay such request for reimbursement within thirty (30) days of receipt of the request for reimbursement from the Town.

IN WITNESS WHEREOF, the parties have entered into this Agreement.

TOWN OF DOVRE

Tim Nelson 

Danny North 

James Plummer 

Mitchell Hanson 