
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 6, 2018 (June 1, 2018)

BISON MERGER SUB I, LLC

(formerly known as Fairmount Santrol Holdings Inc.)
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36670
(Commission
File Number)

34-1831554
(IRS Employer
Identification No.)

8834 Mayfield Road, Chesterland, Ohio
(Address of Principal Executive Offices)

44026
(Zip Code)

(800) 255-7263

Registrant's telephone number, including area code

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter)

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Introductory Note

On June 1, 2018, Fairmount Santrol Holdings Inc., a Delaware corporation (now known as Bison Merger Sub I, LLC and referred to herein as “Fairmount Santrol”), became a wholly owned subsidiary of Covia Holdings Corporation, a Delaware corporation (formerly known as Unimin Corporation and referred to herein as “Covia”), as a result of the merger of Bison Merger Sub, Inc., a Delaware corporation and direct wholly owned subsidiary of Covia (“Merger Sub”), with and into Fairmount Santrol, with Fairmount Santrol continuing as the surviving corporation (the “Merger”), followed immediately by the merger of Fairmount Santrol with and into Bison Merger Sub I, LLC, a Delaware limited liability company and direct wholly owned subsidiary of Covia (“Merger Sub LLC”), with Merger Sub LLC continuing as the surviving entity and a direct wholly owned subsidiary of Covia (the “Second Merger”).

The Merger and the Second Merger were effected pursuant to the Agreement and Plan of Merger, dated as of December 11, 2017 (the “Merger Agreement”), by and among Covia, Fairmount Santrol, SCR-Sibelco NV, a privately owned Belgian company (“Sibelco”), Merger Sub and Merger Sub LLC.

Item 1.02. Termination of Material Definitive Agreement.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated herein by reference.

On June 1, 2018, in connection with the Merger, Fairmount Santrol repaid approximately (i) \$705.9 million of borrowings (including accrued and unpaid interest thereon) under Fairmount Santrol’s senior secured term loan agreement, dated as of November 1, 2017, by and among Fairmount Santrol, Barclays Capital Inc., as administrative agent, and the lenders party thereto, and (ii) \$35.1 million of borrowings (including accrued and unpaid interest thereon) under Fairmount Santrol’s five-year asset-based revolving credit facility, dated as of November 1, 2017, by and among Fairmount Santrol, PNC Capital Markets LLC, as administrative agent, and the lenders party thereto. In connection with the repayment, Fairmount Santrol’s senior secured term loan and asset-backed revolving credit facility were terminated in accordance with their terms.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information set forth in the Introductory Note and Item 1.02 of this Current Report is incorporated herein by reference.

Completion of the Merger

On June 1, 2018, Merger Sub merged with and into Fairmount Santrol, with Fairmount Santrol continuing as the surviving corporation. The Merger was immediately followed by the merger of Fairmount Santrol with and into Merger Sub LLC, with Merger Sub LLC continuing as the surviving entity and a direct wholly owned subsidiary of Covia.

Pursuant to the terms of the Merger Agreement, upon the closing of the Merger, each issued and outstanding share of common stock of Fairmount Santrol (“Fairmount Santrol common stock”) was converted into the right to receive (i) 0.20 fully paid and nonassessable shares of common stock of Covia with cash paid in lieu of fractional shares, if any, without

interest, and (ii) approximately \$0.73 in cash. The issuance of Covia common stock in connection with the Merger was registered under the Securities Act of 1933, as amended, pursuant to the Form S-4 filed by Covia and declared effective by the Securities and Exchange Commission (the “SEC”) on April 26, 2018. The proxy statement/prospectus included in the Form S-4 contains additional information about the Merger.

The foregoing description of the Merger Agreement and the Merger does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, which was filed as Exhibit 2.1 to the Form 8-K, filed on December 11, 2017 and is incorporated herein by reference. A more complete description of the Merger Agreement is included in the Proxy Statement filed on Form DEFM14A on April 26, 2018 in the section entitled “The Merger Agreement” and is incorporated herein by reference.

Covia’s press release, dated June 1, 2018, announcing the consummation of the Merger, is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On June 1, 2018, in connection with the completion of the Merger, Fairmount Santrol notified the New York Stock Exchange (the “NYSE”) that trading in Fairmount Santrol common stock should be suspended and the listing of Fairmount Santrol common stock on the NYSE should be removed. In addition, Fairmount Santrol requested that the NYSE file with the SEC an application on Form 25 to delist and deregister Fairmount Santrol common stock under Section 12(b) of the Securities Exchange Act of 1934 (the “Exchange Act”). On June 1, 2018, the NYSE informed Fairmount Santrol that it had filed the Form 25 with the SEC. Fairmount Santrol intends to file with the SEC a Form 15 requesting that the reporting obligations of Fairmount Santrol with respect to Fairmount Santrol common stock under Section 13(a) and 15(b) of the Exchange Act be suspended.

Item 3.03. Material Modification to the Rights of Security Holders.

The information set forth under Items 2.01, 3.01 and 5.03 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.01. Changes in Control of Registrant.

A change of control of Fairmount Santrol occurred upon the consummation of the Merger. The information set forth under Items 2.01 and 5.02 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Upon the consummation of the Second Merger and pursuant to the terms of the Merger Agreement, each of Jenniffer D. Deckard, William E. Conway, Michael G. Fisch, Charles D. Fowler, Stephen J. Hadden, Michael C. Kearney, William P. Kelly, Matthew F. LeBaron, Michael E. Sand and Lawrence N. Schultz ceased to be directors of Fairmount Santrol as a result of its merger with and into Merger Sub LLC.

Additionally, upon the consummation of the Second Merger and pursuant to the terms of the Merger Agreement, each of Jenniffer D. Deckard, Michael F. Biehl, Gerald L. Clancey, Brian J. Richardson, George W. Magaud, Robert B. Larson, Daniel N. Gerber and David J. Crandall ceased to be executive officers of Fairmount Santrol as a result of its merger with and into Merger Sub LLC.

Kurt Decat is the President and Secretary of Merger Sub LLC, the surviving entity in the Second Merger.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In accordance with the Merger Agreement, upon the consummation of the Merger, the certificate of incorporation of Fairmount Santrol, as in effect immediately prior to the Merger, was amended and restated in its entirety in the form of the certificate of incorporation attached as Exhibit 3.1 hereto and incorporated by reference herein and the bylaws of Fairmount Santrol, as in effect immediately prior to the Merger, were amended and restated in their entirety in the form of the bylaws attached as Exhibit 3.2 hereto and incorporated by reference herein.

Additionally, in accordance with the Merger Agreement, upon the consummation of the Second Merger, the certificate of formation and limited liability company agreement of Merger Sub LLC as in effect immediately prior to the Second Merger became the certificate of formation and limited liability company agreement, respectively, of Merger Sub LLC, as the surviving company of the Second Merger. The certificate of formation of Merger Sub LLC is attached as Exhibit 3.3 hereto and incorporated by reference herein and the limited liability company agreement of Merger Sub LLC is attached as Exhibit 3.4 hereto and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

The following documents are filed herewith as exhibits to this Current Report on Form 8-K:

Exhibit Number	Description of Exhibit
2.1	<u>Agreement and Plan of Merger, dated as of December 11, 2017, by and among Fairmount Santrol Holdings Inc., SCR-Sibelco NV, Unimin Corporation, Bison Merger Sub, Inc., and Bison Merger Sub I, LLC (filed as Exhibit 2.1 to the Current Report Form 8-K filed on December 12, 2017 and incorporated herein by reference).</u>
3.1	<u>Amended and Restated Certificate of Incorporation of Fairmount Santrol Holdings Inc., effective as of the consummation of the Merger.</u>
3.2	<u>Amended and Restated Bylaws of Fairmount Santrol Holdings Inc., effective as of the consummation of the Merger.</u>
3.3	<u>Certificate of Formation of Bison Merger Sub I, LLC, effective as of the consummation of the Second Merger.</u>
3.4	<u>Limited Liability Company Agreement of Bison Merger Sub I, LLC, effective as of the consummation of the Second Merger.</u>

The following exhibits are furnished as part of this report:

99.1	<u>Press Release of Covia Holdings Corporation, dated as of June 1, 2018.</u>
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Bison Merger Sub I, LLC
(Registrant)

By: /s/ Kurt Decat
Kurt Decat
President and Secretary

Date: June 6, 2018

CERTIFICATE OF INCORPORATION OF

BISON MERGER SUB, INC.

The undersigned, for the purpose of organizing a corporation under the General Corporation Law of the State of Delaware, certifies:

FIRST : The name of the corporation is Bison Merger Sub, Inc. (hereinafter referred to as the *Corporation*) .

SECOND : The address of the Corporation's registered office in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD : The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (as the same now exists or may hereafter be amended, the *DGCL*) .

FOURTH : The total number of shares of capital stock which the Corporation shall have authority to issue is ONE THOUSAND (1,000) shares of common stock, par value \$0.01 per share (*Common Stock*) . Each holder of Common Stock shall have one vote in respect of each share of Common Stock held by such holder of record on the books of the Corporation on all matters on which stockholders of the Corporation are entitled to vote.

FIFTH : In furtherance and not in limitation of the powers conferred by the law of the State of Delaware, the directors of the Corporation shall have power to adopt, amend or repeal any or all of the Bylaws of the Corporation, except as may otherwise be provided in the Bylaws of the Corporation.

SIXTH : Elections of directors need not be by written ballot, except as may otherwise be provided in the Bylaws of the Corporation.

SEVENTH : A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. No amendment or repeal of this Article **SEVENTH** shall adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to such amendment or repeal.

EIGHTH : The number of directors that shall constitute the whole board of directors of the Corporation shall be fixed from time to time by, or in the manner provided in, the Bylaws of the Corporation (or in an amendment thereof duly adopted by the Board of Directors of the Corporation or by the stockholders of the Corporation).

NINTH : The Corporation reserves the right to amend, repeal and/or add to the provisions of this Certificate in any manner now or hereafter permitted by the DGCL and all rights conferred upon directors, officers, employees or agents hereby are subject to this reservation.

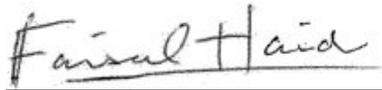
TENTH : Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application any receiver or receivers appointed for this Corporation under the provisions of Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of the DGCL order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

ELEVENTH : The name and mailing address of the Corporation's Sole Incorporator is:

Name : Faisal Haider

Address : Freshfields Bruckhaus Deringer US LLP
601 Lexington Avenue, 31st Floor
New York, New York 10022.

IN WITNESS WHEREOF, the undersigned has signed this Certificate of Incorporation this November 20, 2017.



Faisal Haider, Incorporator

BYLAWS OF BISON MERGER SUB, INC.

a Delaware corporation

**ARTICLE I
OFFICE AND RECORDS****Delaware Office**

- 1.1 The Corporation shall have and maintain a registered office in the State of Delaware as required by law. The name and address of its registered agent in the State of Delaware is set forth in the Certificate of Incorporation of the Corporation (the Certificate of Incorporation).

Other Offices

- 1.2 The Corporation may have such other offices, either within or without the State of Delaware, as the board of directors of the Corporation (the *Board of Directors*) may designate or as the business of the Corporation may from time to time require.

Books and Records

- 1.3 The books and records of the Corporation may be kept at the Corporation's principal executive offices or at such other locations outside the State of Delaware as may from time to time be designated by the Board of Directors.

**ARTICLE II
STOCKHOLDERS****Annual Meeting**

- 2.1 The annual meeting of stockholders of the Corporation for the election of directors and the transaction of such other business as may properly come before it shall be held on such date, at such time and at such place, either within or without the State of Delaware, as may be fixed by the Board of Directors and set forth in the notice of meeting. The Board of Directors may, in its sole discretion, determine that a meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a) of the General Corporation Law of the State of Delaware (the *DGCL*).

Special Meetings

- 2.2 Special meetings of the stockholders of the Corporation may be called only by the Chairman of the Board of the Corporation, and shall be called by the Secretary of the Corporation at the request of the Board of Directors or upon receipt of a written request to do so, specifying the matter or matters appropriate for action at such meeting, signed by holders of record of a majority of shares of stock that would be entitled to be voted on such matter or matters if the meeting were held on the date such request is received and

the record date were the close of business on the preceding day. The Board of Directors may designate the place of meeting for any special meeting of the stockholders, and if no such designation is made, the place of meeting shall be the principal executive office of the Corporation.

Notice of Meetings

- 2.3 Whenever stockholders are required or permitted to take any action at a meeting, unless otherwise provided in Section 2.7 of these Bylaws, a written notice of the meeting shall be given which shall state the place (if any), date and hour of the meeting, the means of communication (if any) by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

Unless otherwise provided by law, and except as to any stockholder duly waiving notice, the written notice of any meeting shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, notice shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. Any previously scheduled meeting of the stockholders may be postponed by resolution of the Board of Directors, except that a meeting requested by the holders of record of shares of stock pursuant to Section 2.2 of these Bylaws may be postponed only by the holders of record that requested the meeting.

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time, place (if any) thereof and the means of remote communications (if any) by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting. If, however, the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Quorum

- 2.4 Except as otherwise provided by law or by the Certificate of Incorporation or by these Bylaws, at any meeting of stockholders the holders of a majority of the voting power of the outstanding shares of the Corporation entitled to vote generally in the election of directors (the **Voting Stock**), either present in person or represented by proxy, shall constitute a quorum for the transaction of any business at such meeting. The chairman of the meeting or a majority of the voting power of the shares of Voting Stock so represented may adjourn the meeting from time to time, whether or not there is such a quorum. No notice of the time and place of adjourned meetings need be given except as provided in the last paragraph of Section 2.3 of these Bylaws. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Voting

- 2.5 Whenever directors are to be elected at a meeting, they shall be elected by a plurality of the votes cast at the meeting by the holders of stock entitled to vote for the election of directors. In all matters other than the election of directors, except as otherwise required by law or by the Certificate of Incorporation or by these Bylaws, the affirmative vote of the holders of a majority of the shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall be the act of the stockholders.

Except as otherwise provided by law, or by the Certificate of Incorporation, each holder of record of stock of the Corporation entitled to vote on any matter at any meeting of stockholders shall be entitled to one vote for each share of such stock standing in the name of such holder on the stock ledger of the Corporation on the record date for the determination of the stockholders entitled to vote at the meeting.

Unless otherwise provided in the Certificate of Incorporation, the vote for directors shall be by written ballot; **provided** that the Board of Directors may authorize that such requirement of a written ballot may be satisfied by a ballot submitted by electronic transmission in accordance with the requirements of Section 211(e) of the DGCL. Otherwise the method of voting and the manner in which votes are counted shall be discretionary with the presiding officer at the meeting.

Proxies

- 2.6 Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. Such proxy must be filed with the Secretary of the Corporation or the Secretary's representative at or before the time of the meeting.

Stockholder Action by Written Consent

- 2.7 Any action required or permitted to be taken by the stockholders of the Corporation at an annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, by a consent or consents as permitted by Section 228 of the DGCL and delivered to the Corporation as required by Section 228(a) of the DGCL. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given by the Secretary of the Corporation to those stockholders who have not consented in writing and who are entitled to receive the same under Section 228(e) of the DGCL.

Fixing of Record Date

- 2.8 The Board of Directors, by resolution, may fix a date for determining the stockholders of record, which record date shall not be earlier than the date of such resolution. The record date shall be determined as follows:
- (a) The record date for determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof shall not be more than 60 nor less than 10 days before the date of the meeting. If no such record date is fixed by the Board of Directors, the record date shall be the close of business on the day immediately preceding the day on which notice is given, or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held. The record date shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.
 - (b) The record date for determining the stockholders entitled to consent to corporate action in writing without a meeting shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no such record date is fixed by the Board of Directors, the record date shall be determined as follows:
 - (i) if no prior action by the Board of Directors is required under the DGCL, the record date shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation pursuant to the requirements of Section 2.7 of these Bylaws; and
 - (ii) if prior action by the Board of Directors is required under the DGCL, the record date shall be the close of business on the day on which the Board of Directors adopts a resolution taking such prior action.
 - (c) The record date for determining the stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall be not more than 60 days prior to such action. If no such record date is fixed by the Board of Directors, the record date for determining the stockholders for any such purpose shall be the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

**ARTICLE III
DIRECTORS**

Number and Qualifications

- 3.1 The number of directors of the Corporation shall be fixed from time to time by resolution of the Board of Directors. The directors need not be stockholders of the Corporation. The number of directors may be changed by an amendment to these Bylaws.

Manner of Election

- 3.2 The directors shall be elected as provided in Section 2.5 of these Bylaws.

Term of Office

- 3.3 The term of office of each director shall be until the next annual meeting of the stockholders and until such director's successor has been duly elected and has qualified or until such director's earlier death, resignation or removal.

Duties and Powers; Committees

- 3.4 The Board of Directors shall have control and management of the affairs and business of the Corporation. The directors may adopt such rules and regulations for the conduct of their meetings, for the conduct of stockholder meetings and the management of the Corporation as they may deem proper, not inconsistent with law or these Bylaws. The Board of Directors may designate one or more committees of the Board of Directors as the Board of Directors may determine, each committee to consist of one or more of the directors of the Corporation and to have such powers, authority and duties as shall from time to time be prescribed by the Board of Directors. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Meetings

- 3.5 The Board of Directors shall meet for the election or appointment of officers and for the transaction of any other business as soon as practicable after the adjournment of the annual meeting of the stockholders, and other regular meetings of the Board of Directors shall be held at such times as the Board of Directors may from time to time determine.

The Chairman of the Board may, at any time and from time to time call a special meeting of the Board of Directors. At the written request of any two directors, the Chairman of the Board must call a special meeting of the Board of Directors to be held not more than seven days after receipt of such request.

Notice of Meetings

- 3.6 No notice need be given of any regular meeting of the Board of Directors. Notice of special meetings shall be given to each director in person or by mail addressed to him at his last-known post office address, or by other means, at least two business days prior to the date of such meeting, specifying the time and place of the meeting and the business to be transacted thereat. Subject to Section 229 of the DGCL, at any meeting at which all of the directors shall be present, although held without notice, any business may transacted which might have been transacted if the meeting had been duly called.

Place of Meeting

- 3.7 The Board of Directors may hold its meetings either within or without the State of Delaware, at such place as may be designated in the notice of any such meeting and, in the absence of such designation, such meeting shall be held at the principal executive offices of the Corporation.

Quorum

- 3.8 At any meeting of the Board of Directors, the presence of a majority of the total number of directors shall be necessary to constitute a quorum for the transaction of business. Should a quorum not be present, a lesser number may adjourn the meeting to some future time.

Voting

- 3.9 At all meetings of the Board of Directors or any committee thereof, each director shall have one vote and the act of a majority present at a meeting at which a quorum is present shall be the act of the Board of Directors or of such committee.

Action Without a Meeting

- 3.10 Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if all of the directors or all of the members of such committee, as the case may be, consent thereto in the manner provided in Section 141(f) of the DGCL, and such consent is filed with the minutes of proceedings of the Board of Directors or committee as required or permitted by Section 141(f) of the DGCL.

Compensation

- 3.11 Each director shall be entitled to receive for attendance at each meeting of the Board of Directors or of any duly constituted committee thereof such compensation and/or expense reimbursement as is determined by the Board of Directors.

Vacancies

- 3.12 Any vacancy occurring in the Board of Directors, whether by death, resignation or otherwise (including any newly created directorship), may be filled by a majority vote of the remaining directors, although less than a quorum, or by a sole remaining director. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation(s) shall become effective. The director thus chosen shall hold office for the unexpired term of such director's predecessor, if any, and until the election and qualification of such director's successor or until such director's earlier death, resignation or removal.

Removal of Directors

- 3.13 Any director may be removed either with or without cause, at any time, by a vote of the stockholders holding a majority of the voting power of the Voting Stock, at any special meeting called for that purpose, or at the annual meeting.

Resignation

- 3.14 Any director may resign at any time, such resignation to be made in writing. Any such resignation shall take effect immediately, unless the resignation is stated to be effective at a future date.

**ARTICLE IV
OFFICERS****Officers and Qualifications**

- 4.1 The officers of the Corporation shall be a Chairman of the Board, a Chief Executive Officer, a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may determine. Any number of offices may be held by the same person.

Election

- 4.2 All officers of the Corporation shall be chosen by the Board of Directors at its meeting held immediately after the annual meeting of stockholders.

Term of Office

- 4.3 Each officer shall hold office until such officer's successor is duly elected and qualified, or until such officer's earlier death, resignation or removal.

Resignation

- 4.4 Any officer of the Corporation may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairman of the Board, the President or the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein or, if no time is specified, upon receipt thereof by the Board of Directors or one of the above-named officers. Unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Removal of Officers

- 4.5 Any officer may be removed either with or without cause by the vote of a majority of the Board of Directors.

Duties of Officers

- 4.6 The duties, powers and authority of the officers of the Corporation shall be as follows and as shall hereafter be set by resolution of the Board of Directors, subject always to the direction of the Board of Directors:

Chairman of the Board

- (a) The Chairman of the Board shall preside at all meetings of the Board of Directors and at all meetings of the stockholders, and shall cause to be called regular and special meetings of the stockholders and directors in accordance with the requirements of the DGCL and of these Bylaws.

Chief Executive Officer

- (b) Subject to such duties and powers, if any, as may be given by the Board of Directors to the Chairman of the Board:
- (i) The Chief Executive Officer shall be the chief executive officer of the Corporation.
 - (ii) The Chief Executive Officer shall present at each annual meeting of the stockholders and directors a report of the condition of the business of the Corporation.
 - (iii) The Chief Executive Officer shall appoint, discharge, and fix the compensation of all employees and agents of the Corporation other than the duly elected officers, subject to the approval of the Board of Directors.
 - (iv) The Chief Executive Officer shall enforce these Bylaws and perform all duties incident to such office and which are required by law, shall see that all orders and resolutions of the Board of Directors are carried into effect, and, generally, shall supervise and control the business and affairs of the Corporation.
 - (v) The Chief Executive Officer shall have the power and authority to execute and deliver in the name and on behalf of the Corporation any and all duly authorized agreements, documents and instruments.

President

- (c) Subject to such duties and powers, if any, as may be given by the Board of Directors to the Chairman of the Board and to the Chief Executive Officer of the Corporation:
- (i) The President shall be the chief administrative officer of the Corporation.
 - (ii) The President shall cause all books, reports, statements, and certificates to be properly kept and filed as required by law.
 - (iii) The President shall enforce these Bylaws and perform all duties incident to such office and which are required by law, and, generally, shall supervise and control the business and affairs of the Corporation.
 - (iv) The President shall have the power and authority to execute and deliver in the name and on behalf of the Corporation any and all duly authorized agreements, documents and instruments.

Secretary

- (d) (i) The Secretary shall keep the minutes of the meetings of the Board of Directors and of the stockholders in appropriate books.
- (ii) The Secretary shall attend to the giving of notice of special meetings of the Board of Directors and of all the meetings of the stockholders of the Corporation.
- (iii) The Secretary shall be custodian of the records and seal of the Corporation and shall affix the seal to corporate papers when required.
- (iv) The Secretary shall keep at the principal executive offices of the Corporation a book or record continuing the names, alphabetically arranged, of all persons who are stockholders of the Corporation, showing their places of residence, the number and class of shares held by them respectively, and the dates when they respectively became the owners of record thereof. The Secretary shall keep such book or record and the minutes of the proceedings of its stockholders open daily during the usual business hours, for inspection, within the limits prescribed by law, by any person duly authorized to inspect such records.
- (v) The Secretary shall attend to all correspondence and present to the Board of Directors at its meetings all official communications received by the Secretary.
- (vi) The Secretary shall perform all other duties incident to the office of Secretary of the Corporation.

Treasurer

- (e) (i) The Treasurer shall have the care and custody of and be responsible for all the funds and securities of the Corporation, and shall deposit such funds and securities in the name of the Corporation in such banks or safe deposit companies as the Board of Directors may designate.
- (ii) The Treasurer shall make, sign, and endorse in the name of the Corporation all checks, drafts, notes, and other orders for the payment of money, and pay out and dispose of such under the direction of the President or the Board of Directors.
- (iii) The Treasurer shall keep at the principal executive offices of the Corporation accurate books of account of all its business and transactions and shall at all reasonable hours exhibit books and accounts to any director upon proper application at the office of the Corporation during business hours.
- (iv) The Treasurer shall render a report of the condition of the finances of the Corporation at each regular meeting of the Board of Directors and at such other times as shall be required, and shall make a full financial report at the annual meeting of the stockholders.

(v) The Treasurer shall perform all other duties incident to the office of Treasurer of the Corporation.

Other Officers

(f) Other officers shall perform such duties and have such powers and authority as may be assigned to them by the Board of Directors.

Vacancies

4.7 All vacancies in any office may be filled by the Board of Directors, either at regular meetings or at a meeting specially called for that purpose.

Compensation of Officers

4.8 The officers shall receive such salary or other compensation as may be fixed by the Board of Directors.

**ARTICLE V
SEAL**

5.1 The seal of the Corporation shall be in a form approved by the Board of Directors.

**ARTICLE VI
SHARES**

Certificates

6.1 The shares of the Corporation shall be represented by certificates in a form approved by the Board of Directors and signed by the President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer. The certificates shall be numbered consecutively and in the order in which they are issued (commencing with the number "1"); they shall be bound in a book and shall be issued in consecutive order therefrom, and in the margin thereof shall be entered the name of the person to whom the share(s) represented by each such certificate are issued, the number and class or series of such shares, and the date of issue. Each certificate shall state the registered holder's name, the number and class of shares represented thereby, the date of issue, the par value of such shares, or that they are without par value; and may also bear other wording or legends relating to the ownership, issuance and transferability of the shares represented thereby. Any or all of the signatures on any such certificate may be a facsimile.

Subscriptions

6.2 Subscriptions to or purchases of the shares of stock of the Corporation shall be paid at such times and in such installments as the Board of Directors may determine. If default shall be made in the payment of any installment as required by such resolution, the Board of Directors may declare the shares and all previous payments thereon forfeited for the use of the Corporation in the manner prescribed by the DGCL.

Transfer of Shares

- 6.3 The shares of the Corporation shall be assignable and transferable only on the books and records of the Corporation by the holder of record, or by his duly authorized attorney, upon surrender of the certificate duly and properly endorsed with proper evidence of authority to transfer. The Corporation shall issue a new certificate for the shares surrendered to the person or persons entitled thereto.

Return Certificates

- 6.4 All certificates for shares returned to the Corporation for transfer shall be marked by the Secretary "CANCELLED," with the date of cancellation, and the transaction shall be immediately recorded in the certificate book opposite the memorandum of their issue. The returned certificate may be inserted in the certificate book.

Holder of Record

- 6.5 Before due presentment for registration of transfer of a certificate for shares in registered form or of an instruction requesting registration of transfer of uncertificated shares, the Corporation may treat the holder of record as the person exclusively entitled to vote, receive notifications and otherwise entitled to all the rights and powers of an owner, notwithstanding any notice to the contrary.

Lost, Destroyed, Mutilated or Stolen Certificates

- 6.6 The Corporation may issue a new certificate (or treat as uncertificated share(s)) in place of any certificate theretofore issued by it, alleged to have been lost, stolen, destroyed or mutilated, if the holder of record of such certificate or such holder's legal representative (i) submits a written request for the replacement of the certificate, together with such evidence as the Board of Directors may deem satisfactory of such loss, theft, destruction or mutilation of the certificate and such request is received by the Corporation before the Corporation has notice that the certificate has been acquired by a protected purchaser, (ii) if required by the Board of Directors, files with the Corporation a bond sufficient to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft, destruction or mutilation of such certificate or the issuance of any such new certificate and (iii) satisfies such other terms and conditions as the Board of Directors may from time to time prescribe.

**ARTICLE VII
DIVIDENDS****Declaration of Dividends**

- 7.1 The Board of Directors at any regular or special meeting may declare dividends payable out of legally available funds of the Corporation, whenever in the exercise of its discretion it may deem such declaration advisable. Such dividend may be paid in cash, property, or shares of the Corporation.

**ARTICLE VIII
INDEMNIFICATION**

Right to Indemnification

8.1 The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a **Proceeding**) by reason of the fact that such person, or any other person for whom such person is the legal representative, is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or non-profit entity, including service with respect to employee benefit plans (an **Indemnitee**), against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnitee if such Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any Proceeding, had no reasonable cause to believe that the Indemnitee's conduct was unlawful. The Corporation shall be required to indemnify an Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if the initiation of such Proceeding (or part thereof) by the Indemnitee was authorized by the Board of Directors. The indemnification provided in this Section 8.1 and the advancement of expenses provided in Section 8.2 of these Bylaws shall, unless otherwise provided when authorized or ratified by the Board of Directors, continue as to an Indemnitee who has ceased to be a director, officer, employee or agent as aforesaid and shall inure to the benefit of the heirs, executors and administrators of such Indemnitee. Any indemnification under this Section 9.1 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of the Indemnitee is proper in the circumstances because such Indemnitee has met the applicable standard of conduct set forth in this Section. Such determination shall be made, with respect to an Indemnitee who is a director or officer at the time of such determination, (1) by majority vote of the directors who are not party to such Proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (4) by the stockholders.

Advancement of Expenses

8.2 The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnitee in defending any Proceeding referred to in Section 8.1 of these Bylaws in advance of its final disposition; **provided** that the payment of expenses incurred by an Indemnitee in advance of the final disposition of such Proceeding shall be made only upon receipt of an undertaking by the Indemnitee to repay all amounts advanced if it should ultimately be determined that the Indemnitee is not entitled to be Indemnified under this Article or otherwise.

Claims

- 8.3 If a claim for indemnification or advancement of expenses under this Article is not paid in full within sixty (60) days after a written claim therefore by the Indemnitee has been received by the Corporation, the Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of such claim. In any such action the Corporation shall have the burden of proving that the Indemnitee was not entitled to the requested indemnification or advancement of expenses.

Non-exclusivity of Rights

- 8.4 The rights conferred on any Indemnitee by this Article shall not be exclusive of any other rights which such Indemnitee may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Other Indemnification

- 8.5 The Corporation's obligation, if any, to indemnify any Indemnitee who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such Indemnitee may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit entity.

Amendment or Repeal

- 8.6 Any repeal or modification of the foregoing provisions of this Article shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission occurring prior to the time of such repeal or modification.

**ARTICLE IX
AMENDMENTS****Manner of Amending**

- 9.1 The Bylaws may be altered, amended or repealed, or new Bylaws adopted by a majority of the entire Board of Directors at a regular or special meeting of the Board, or any unanimous written consent in lieu thereof taken in accordance with Section 3.10 of these Bylaws and Section 141(f) of the DGCL. However, any Bylaws adopted by the Board may be altered, amended, or repealed by the stockholders.

ARTICLE X
MISCELLANEOUS

Waiver of Notice

10.1 Whenever notice is required to be given by the Certificate of Incorporation, these Bylaws or any provision of the DGCL, a written waiver thereof, signed by the person entitled to such notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time required for such notice, shall be deemed to be equivalent to such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any such written waiver of notice or any waiver by electronic transmission.

Fiscal Year

10.2 The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

* * * * *END OF BYLAWS* * * * *

CERTIFICATE OF FORMATION OF

BISON MERGER SUB I, LLC

The undersigned, as an authorized person, has duly executed and is filing this Certificate of Formation for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act:

FIRST : The name of the limited liability company is Bison Merger Sub I, LLC (hereinafter referred to as the *Company*).

SECOND : The address of the Company's registered office in the State of Delaware is c/o the Corporation Service Company, 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is the Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Bison Merger Sub I, LLC this 7th day of December, 2017.

/s/ Faisal Haider

Name: Faisal Haider

Title: Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT OF
BISON MERGER SUB I, LLC**

This **LIMITED LIABILITY COMPANY AGREEMENT** (this *Agreement*), is entered as of December 10, 2017, by Unimin Corporation, a Delaware corporation (the *Member*), and Bison Merger Sub I, LLC, a Delaware limited liability company (the *Company*).

1. NAME AND PLACE OF BUSINESS

The name of the Company is “Bison Merger Sub I, LLC.” Its registered office is c/o the Corporation Service Company, 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808, and its registered agent is The Corporation Service Company. Its principal place of business shall be located at such place or places as the Member may determine from time to time. The Member hereby acknowledges, approves and ratifies the filing with the Secretary of State of the State of Delaware the Certificate of Formation of the Company (the *Certificate*) pursuant to the Act (as defined below) on December 7, 2017.

2. DEFINITIONS AND RULES OF CONSTRUCTION

Definitions

2.1 As used herein, the following terms shall have the following meanings:

Act means the Delaware Limited Liability Company Act, 6 Del. C. §18-101 through §18-1107, as amended and in effect from time to time.

Affiliate shall mean, in relation to any Person, any other Person controlled, directly or indirectly, by such first Person, any other Person that controls, directly or indirectly, such first Person or any other Person directly or indirectly under common control with such first Person. For this purpose, *control* of any entity shall mean ownership of a majority of the voting power of the entity.

Agreement has the meaning set forth in the preamble.

Certificate has the meaning set forth in Section 1.

Company has the meaning set forth in the preamble.

Event of Withdrawal has the meaning set forth in Section 12.2(a).

Fiscal Year has the meaning set forth in Section 8.2.

Interest means the Member’s share of the profits and losses of the Company and its right to receive distributions of the Company’s assets; the *Interest* shall be divided into 100 authorized *Units*, all of which shall be issued to the Member in accordance with Section 4 hereof.

Liquidator has the meaning set forth in Section 12.2(b).

Member has the meaning set forth in the preamble.

Person means any individual, corporation, limited or general partnership, joint venture, limited liability company, limited liability partnership, association, joint-stock company, trust, unincorporated organization or other organization, whether or not a legal entity, and any governmental agency or regulatory authority.

Units has the meaning set forth in the definition of **Interest** .

Rules of Construction

2.2 As used in this Agreement:

- (a) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
- (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (c) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;
- (d) the word “will” shall be construed to have the same meaning and effect as the word “shall”;
- (e) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any applicable restrictions on such amendments, supplements or modifications);
- (f) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns;
- (g) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;
- (h) all references herein to Sections shall be construed to refer to Sections of this Agreement; and
- (i) the headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

3. BUSINESS, PURPOSE, AND TERM OF THE COMPANY

Character of the Business

3.1 The purpose of the Company shall be to engage in any lawful business, purpose or activity permitted by the Act, as directed from time to time by the Member.

Term of the Company

3.2 The term of the Company shall commence on the date the Certificate is filed with the Delaware Secretary of State in accordance with the provisions of the Act and shall continue in perpetual existence unless and until dissolved and terminated pursuant to this Agreement.

Other Qualifications

3.3 The Company shall file or record such documents and take such other actions under the laws of any jurisdiction as are necessary or desirable to permit the Company to do business in any such jurisdiction as is selected by the Company and to promote the limitation of liability for the Member in any such jurisdiction.

4. CAPITAL CONTRIBUTION ; SUBSCRIPTION

Capital Contribution

4.1 The Member hereby makes a contribution to the capital of the Company in an amount equal to \$1 in exchange for issuance to it of the Units described in Section 4.2, the receipt of which is hereby acknowledged by the Company as of the date hereof. The Member is under no obligation to make additional contributions to the Company but may make such additional contributions of cash or property from time to time to the Company as the Member may from time to time determine in its sole discretion.

Subscription

4.2 In consideration of the capital contribution made pursuant to Section 4.1, the Member hereby subscribes for and accepts 100 Units, constituting all of the Company's authorized "limited liability company interests" (as defined in the Act), and the Company hereby accepts such subscription. The Company hereby confirms that 100 Units issued to the Member are duly and validly issued limited liability company interests, and are issued to the Member free and clear of liens or other encumbrances, with the Member hereby receiving good and valid title thereto. The Member confirms to the Company that it understands that the 100 Units issued to it (a) have not been registered or qualified under any US federal or State securities laws, and are being issued to the Member pursuant to an exemption from such registration and qualification requirements; (b) are being acquired for the Member's own account for investment, and not with a view to the

unlawful resale or distribution thereof; and (c) are characterized as “restricted securities” under the United States federal securities laws (and the Member is familiar with the resale limitations imposed thereby).

5. DISTRIBUTIONS

5.1 Cash of the Company which is not required, in the judgment of the Member, to meet obligations of the Company, nor reasonably necessary for future Company operations, shall be distributed to the Member in such amounts and at such times as determined by the Member.

6. MANAGEMENT OF THE COMPANY

Management by the Member

6.1 The Member shall be solely and exclusively responsible for the management of the Company, and shall have the fullest right, power, and authority to manage, direct, and control all of the business and affairs of the Company and to transact business on its behalf or to sign for it or on its behalf or otherwise to bind the Company.

Officers and Administrators

6.2 The Member may, from time to time, designate one or more officers with such titles as may be determined by the Member to act in the name of the Company with such authority as may be delegated to such officer(s) by the Member. Each officer shall act pursuant to its delegated authority until such officer is removed by the Member, and the Member may remove any officer of the Company with or without cause. Any action taken by an officer designated by the Member that is within the authority delegated by the Member to such officer shall constitute the act of and serve to bind the Company.

7. LIABILITY OF MEMBER

Except as otherwise expressly provided in the Act, the expenses, debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company. Except as otherwise expressly provided in the Act, the liability of the Member for capital contributions shall be limited to the amount of capital contributions required to be made by the Member in accordance with the provisions of this Agreement, but only when and to the extent the same shall become due pursuant to the provisions of this Agreement.

8. ACCOUNTING AND FISCAL MATTERS

Books and Records

8.1 The Member shall keep, or shall cause to be kept, full, accurate, complete, and proper books and records of all of the operations of the Company.

Fiscal Year

8.2 The fiscal year of the Company for financial and, to the extent applicable, tax purposes (the *Fiscal Year*) shall be the calendar year; *provided that* the last Fiscal Year of the Company shall end on the date on which the Company is terminated.

9. TAX MATTERS**Tax Characterization of the Company;**

9.1 The Member intends that for U.S. federal (and, to the extent permitted by law, state and local) income tax purposes, while the Member is the sole owner of the Interests, the Company shall be disregarded as an entity separate from the Member.

Tax Reporting

9.2 The Company shall prepare and timely file all tax returns and reports required to be filed by it.

10. SUBSTITUTE MEMBERS

10.1 The Member may sell, assign, give, hypothecate, pledge, transfer, bequeath, or otherwise dispose of any or all the Units issued to it, in whole or in part, voluntarily, involuntarily, by operation of law, or otherwise, to any other Person.

10.2 If, at any time it is proposed that the Company have two or more members (whether by transfer of some but not all of the Units of the Member or otherwise), the Member, the Company, and such other Persons contemplated to be members of the Company, shall, in connection with such transactions (and as a condition to the effectiveness thereof), enter into an amendment to this Agreement as may be necessary to reflect their agreement as members of a multi-member Delaware limited liability company, including amendments concerning the allocation of the Company's profits and losses, management and governance rights, transfer restrictions and other appropriate matters.

11. EXCULPATION AND INDEMNIFICATION

- (a) The Member shall not be liable to the Company for any losses, claims, damages or liabilities arising from, relating to, or in connection with, this Agreement or the business or affairs of the Company, except as are determined by final judgment of a court of competent jurisdiction to have resulted from the Member's gross negligence, willful misconduct or from the failure by the Member to make a capital contribution required to be made by it pursuant to the terms hereof.
- (b) The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Member against any losses, claims, damages or liabilities (including legal fees and expenses and enforcement expenses) to which the

Member may become subject in connection with any matter arising from, relating to, or in connection with, this Agreement or the business or affairs of the Company, except for any such losses, claims, damages or liabilities as are determined by final judgment of a court of competent jurisdiction to have resulted from the Member's gross negligence, willful misconduct or from the failure by the Member to make a capital contribution required to be made by it pursuant to the terms hereof. If the Member becomes involved in any capacity in any action, proceeding or investigation in connection with any matter arising from, relating to, or in connection with this Agreement or the business or affairs of the Company, whether or not pending or threatened and whether or not the Member is a party thereto, the Company will periodically reimburse (or make an advancement to) the Member for its actual legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith upon submission by the Member of paid receipts or other evidence of such expenses satisfactory to the Company; *provided that* the Member shall promptly repay to the Company the amount of any such reimbursed expenses paid to it to the extent that it shall ultimately be determined that the Member is not entitled to be indemnified by the Company in connection with such action, proceeding or investigation as provided in the exception contained in the immediately preceding sentence. If for any reason (other than the gross negligence or willful misconduct of the Member's failure to make a required capital contribution) the foregoing indemnification is unavailable to the Member, or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by the Member as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Member on the other hand or, if such allocation is not permitted by applicable law, to reflect not only the relative benefits referred to above but also any other relevant equitable considerations.

- (c) Notwithstanding anything else contained in this Agreement, the reimbursement, advancement, indemnity and contribution obligations of the Company under this Section 11 shall (i) be in addition to any liability that the Company may otherwise have, (ii) extend upon the same terms and conditions to the directors, officers, trustees, committee members, employees, stockholders, members, partners, agents and representatives of the Member and of each Affiliate of the Member, (iii) be binding upon and inure to the benefit of any successors or assigns permitted under this Agreement, heirs and personal representatives of the Member, and (iv) be limited to the assets of the Company.
- (d) The foregoing provisions of this Section 11 shall survive any termination of this Agreement.

12. DISSOLUTION

Withdrawal

12.1 The Member may withdraw from the Company at any time.

Dissolution of the Company

- 12.2 (a) The Company shall be dissolved, wound up and terminated as provided herein upon the (i) withdrawal, resignation or bankruptcy of the Member, (ii) the termination of the legal existence of the Member or the occurrence of any other event which terminates the continued membership of the Member or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act (an *Event of Withdrawal*).
- (b) In the event of the dissolution of the Company for any reason, the Member or its successors or assigns (the *Liquidator*) shall commence to wind up the affairs of the Company and to liquidate the Company assets.
- (c) The Liquidator shall have all of the rights and powers with respect to the assets and liabilities of the Company in connection with the liquidation and termination of the Company that it would have with respect to the assets and liabilities of the Company during the term of the Company.
- (d) Notwithstanding the foregoing, a Liquidator which is not the Member shall not be deemed the Member in the Company and shall not have any of the economic interests in the Company of the Member.

13. A MENDMENT OF A GREEMENT

Amendments to this Agreement may be made only pursuant to an instrument signed by the Member and the Company.

14. MISCELLANEOUS

Nature of Interest of Members

14.1 The Interest of the Member in the Company is personal property.

Applicable Law

14.2 Notwithstanding the place where this Agreement may be executed by any of the parties hereto, this Agreement shall be construed in accordance with, and this Agreement and all matters arising out of or relating in any way whatsoever (whether in contract, tort or otherwise) to this Agreement (including the rights and obligations of the Member and any claims and disputes relating thereto), shall be governed by, the law of the State of Delaware.

Successors in Interest

14.3 Each and all of the covenants, agreements, terms, and provisions of this Agreement shall be binding upon and inure to the benefit of the Member and, to the extent permitted by this Agreement, its heirs, executors, administrators, personal representatives, successors and assigns.

Severability

14.4 Any provision of this Agreement which is invalid, illegal, or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without in any way affecting the validity, legality, or enforceability of the remaining provisions hereof, and any such invalidity, illegality, or unenforceability in any jurisdiction shall not invalidate or in any way affect the validity, legality, or enforceability of such provisions in any other jurisdiction.

Rights and Remedies Cumulative

14.5 The rights and remedies provided by this Agreement are given in addition to any other rights and remedies the Member may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative.

Counterparts, etc.

14.6 This Agreement may be executed by handwritten signature or by *S-signature*, and may be so executed in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument and agreement. Copies of all or part of this Agreement, including signatures thereto, which are transmitted by facsimile or electronic mail, shall be presumed valid; and facsimile, electronic or PDF transmitted signature shall be deemed to have the full force and effect of the original ink signatures.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

Member: Unimin Corporation



By: _____
Name: Andrew Eich
Title: SVP

Company: Bison Merger Sub I, LLC
By: Unimin Corporation, its sole member



By: _____
Name: Andrew Eich
Title: SVP



FOR IMMEDIATE RELEASE

COVIA TO COMMENCE TRADING FOLLOWING COMBINATION OF UNIMIN AND FAIRMOUNT SANTROL

CHESTERLAND, Ohio, June 1, 2018 – Covia Holdings Corporation (NYSE:CVIA) (“Covia”) announced today the completion of the previously announced strategic combination between Unimin Corporation (“Unimin”) and Fairmount Santrol. Covia will commence trading today on the New York Stock Exchange (“NYSE”) under the ticker symbol “CVIA”. In connection with the completion of the transaction, Fairmount Santrol common stock ceased trading prior to the market opening today and will be delisted from the NYSE.

Under the terms of the merger agreement, for each share of Fairmount Santrol, stockholders will receive approximately \$0.73 in cash consideration and 0.2 shares of Covia common stock. Any remaining Fairmount Santrol shares that cannot be converted into a whole Covia share will be redeemed for cash. Stockholders should expect to receive all cash consideration no later than June 8, 2018. As of June 1, 2018, Covia has 132.5 million fully diluted shares outstanding. Approximately 65% of Covia common stock is owned by SCR-Sibelco NV.

Jennifer Deckard, President and Chief Executive Officer of Covia, said, “Today is a historic day for Covia and we would like to thank our stockholders, employees, customers and partners for their support in completing this significant achievement.” Deckard continued, “As we make our debut as Covia, the strong foundation built by our two highly complementary legacy organizations underpins an industry leader, strongly positioned to serve customers’ needs through our broad array of high-quality products, distinctive technical capabilities, and the industry’s most comprehensive production and distribution network. We look forward to utilizing these unique competitive advantages to achieve our near-term synergy goals and to create significant long-term value for all of our stakeholders.”

About Covia

Covia is a leading provider of minerals and material solutions for the Industrial and Energy markets, representing the legacy and combined strengths from the June 2018 merger of Unimin and Fairmount Santrol. The Company is a leading provider of diversified mineral solutions to the glass, ceramics, coatings, polymers, construction, water filtration, sports and recreation markets. The Company offers a broad array of high-quality products, including high-purity silica sand, nepheline syenite, feldspar, clay, kaolin, lime, resin systems and coated materials, delivered through its comprehensive distribution network. Covia offers its Energy customers an unparalleled selection of proppant solutions, additives, and coated products to enhance well productivity and to address both surface and down-hole challenges in all well environments. Covia has built long-standing relationships with a broad customer base consisting of blue-chip customers. Underpinning these strengths is an unwavering commitment to safety and to sustainable development further enhancing the value that Covia delivers to all of its stakeholders. For more information, visit CoviaCorp.com.

Forward-Looking Statements

Certain statements contained in this press release constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements represent the Company’s expectations or beliefs concerning future events, and it is possible that the results described in this press release will not be achieved. These forward-looking statements are subject to risks, uncertainties and other factors, many of which are outside of the Company’s control, that could cause actual results to differ materially from the results discussed in the forward-looking statements. These factors include: the ability of Unimin and Fairmount Santrol to integrate their businesses successfully and to achieve anticipated synergies and the anticipated cost, timing and complexity of

integration efforts; potential adverse reactions or changes to business relationships resulting from the completion of the merger; the actual results of operations and financial condition of the Company following the merger as compared to the unaudited pro forma combined financial information included in the Registration Statement on Form S-4 related to the merger; SCR-Sibelco NV, the holder of a majority of the Company's common stock, will have significant influence over the Company; changes in prevailing economic conditions, including continuing pressure on and fluctuations in demand for, and pricing of, our products; loss of, or reduction in business from the Company's largest customers or their failure to pay the Company; possible adverse effects of being leveraged, including interest rate, event of default or refinancing risks, as well as potentially limiting the Company's ability to invest in certain market opportunities; the level of cash flows generated to provide adequate liquidity; our ability to successfully develop and market new products; our rights and ability to mine our property and our renewal or receipt of the required permits and approvals from government authorities and other third parties; our ability to implement and realize efficiencies from capacity expansion plans, facility reactivation and cost reduction initiatives within our time and budgetary parameters; increasing costs or a lack of dependability or availability of transportation services or infrastructure and geographic shifts in demand; changing legislative and regulatory initiatives relating to our business, including environmental, mining, health and safety, licensing, reclamation and other regulation relating to hydraulic fracturing (and changes in their enforcement and interpretation); silica-related health issues and corresponding litigation; seasonal and severe weather conditions; and other operating risks that are beyond our control.

Any forward-looking statement speaks only as of the date on which it is made, and, except as required by law, the Company does not undertake any obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. New factors emerge from time to time, and it is not possible for the Company to predict all such factors. When considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements in Covia Holdings Corporation's filings with the Securities and Exchange Commission ("SEC"). The risk factors and other factors noted in our filings with the SEC could cause our actual results to differ materially from those contained in any forward-looking statement.

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