

As filed with the Securities and Exchange Commission on September 29, 2016

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

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**FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**U.S. Silica Holdings, Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**26-3718801**  
(I.R.S. Employer  
Identification No.)

**8490 Progress Drive, Suite 300  
Frederick, Maryland 21701**  
(Address, including zip code, of registrant's principal executive offices)

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**(301) 682-0600**  
(Telephone number, including area code, of registrant's principal executive offices)

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**Christine Marshall**  
Senior Vice President, Chief Legal Officer and Corporate Secretary  
U.S. Silica Holdings, Inc.  
8490 Progress Drive, Suite 300  
Frederick, Maryland 21701  
**(301) 682-0600**  
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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*Copies of all communications, including communications sent to agent for service, should be sent to:*

**Robert M. Hayward, P.C.**  
Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654  
**(312) 862-2000**

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**Approximate date of commencement of proposed sale to the public:** From time to time after this Registration Statement becomes effective.

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If the only securities being registered on this Form are being offered pursuant to a dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price (1)	Amount of registration fee
Common stock, \$0.01 par value per share	6,825,693 shares (2)	\$42.33 (3)	\$288,931,585 (3)	\$29,096 (3)

(1) Calculated pursuant to Rule 457(a) under the Securities Act of 1933, as amended (the "Securities Act").

(2) We are registering 6,825,693 shares of our common stock that may be offered pursuant to this registration statement by the selling stockholders. In accordance with Rule 416 promulgated under the Securities Act this registration statement shall be deemed to cover any additional securities to be offered or issued from stock splits, stock dividends or similar transactions with respect to the shares being registered.

(3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act based on the average of the high and low prices of the common stock on the New York Stock Exchange on September 27, 2016.

## EXPLANATORY NOTE

This Registration Statement registers 6,825,693 shares of common stock, par value \$0.01 per share, (“Common Stock”) to be offered for resale by certain selling stockholders and their assignees.

Certain selling stockholders acquired their Common Stock in connection with our acquisition of New Birmingham, Inc., a Nevada corporation (“NBI”), pursuant to the Agreement and Plan of Merger, dated as of July 15, 2016, by and among U.S. Silica Holdings, Inc. (the “Company”), New Birmingham Merger Corp., a Nevada corporation and wholly-owned subsidiary of the Company, NBI Merger Subsidiary II, Inc. (n/k/a Tyler Silica Company), a Delaware corporation and wholly-owned subsidiary of the Company, NBI and each of David Durrett and Erik Dall as representatives of the sellers and optionholders.

Certain other selling stockholders acquired their Common Stock in connection with our purchase of all of the outstanding membership units of Sandbox Enterprises, LLC, a Texas limited liability company (“Sandbox”), pursuant to the Membership Unit Purchase Agreement, dated as of August 1, 2016, by and among the Company, U.S. Silica Company, a Delaware corporation and wholly-owned subsidiary of the Company (“U.S. Silica”), Sandbox, each of the owners of membership units of Sandbox (the “Sandbox Sellers”) and Sandy Creek Capital, LLC, a Texas limited liability company, in its capacity as representative of the Sandbox Sellers.

This Registration Statement contains the form of prospectus to be used in connection with offers and sales by selling stockholders in connection with their sale of Common Stock. Additional selling stockholders may be named in future supplements to the form of prospectus.



**U.S. SILICA HOLDINGS, INC.**

**6,825,693 shares of common stock**

The selling stockholders identified in this prospectus, together with any additional selling stockholders listed in any applicable prospectus supplement, are offering for resale up to 6,825,693 shares of our common stock, par value \$0.01 per share ("Common Stock"). The Common Stock may be offered from time to time by the selling stockholders on any stock exchange, market or trading facility on which our shares are traded or in private transactions, at fixed or negotiated prices, through one or more methods or means as described in the section entitled "Plan of Distribution" beginning on page 9 of this prospectus. We will not receive any proceeds from the sale of Common Stock by the selling stockholders, but we may incur certain expenses in connection with any offering.

Our registration of the shares of Common Stock covered by this prospectus does not mean that the selling stockholders will offer or sell any of the shares. This prospectus describes the general manner in which our Common Stock may be offered and sold by the selling stockholders. If necessary, the specific manner in which our Common Stock may be offered and sold will be described in a supplement to this prospectus. Additional selling stockholders may be named in a supplement to this prospectus. Any statement contained in this prospectus is deemed modified or superseded by any inconsistent statement contained in any supplement to this prospectus. You should read this prospectus and any prospectus supplement, as well as the documents incorporated by reference into this prospectus and any applicable prospectus supplement, carefully before you invest.

Our Common Stock trades on the New York Stock Exchange (the "NYSE") under the symbol "SLCA". On September 28, 2016, the last reported sale price of our common stock on the NYSE was \$45.16.

**INVESTING IN THE COMMON STOCK OFFERED BY THIS PROSPECTUS INVOLVES RISKS. SEE "[RISK FACTORS](#)" BEGINNING ON PAGE 2 OF THIS PROSPECTUS AND THE RISK FACTORS SECTIONS OF ANY APPLICABLE PROSPECTUS SUPPLEMENT AND THE DOCUMENTS INCORPORATED BY REFERENCE IN THIS PROSPECTUS AND ANY APPLICABLE PROSPECTUS SUPPLEMENT FOR INFORMATION THAT YOU SHOULD CONSIDER BEFORE PURCHASING THE COMMON STOCK OFFERED BY THIS PROSPECTUS AND ANY APPLICABLE PROSPECTUS SUPPLEMENT.**

**Neither the Securities and Exchange Commission (the "Commission" or the "SEC") nor any other regulatory body has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus or any applicable prospectus supplement. Any representation to the contrary is a criminal offense.**

The date of this prospectus is September 29, 2016.

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You should rely only on the information contained or incorporated by reference in this prospectus and any applicable prospectus supplement. Neither we nor the selling stockholders have authorized anyone else to provide you with different information. The securities are not being offered in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus and any accompanying prospectus supplement is accurate on any date subsequent to the date set forth on the front of the document or that any information we have incorporated by reference is correct on any date subsequent to the date of the document incorporated by reference, even though this prospectus and any accompanying prospectus supplement is delivered or securities are sold on a later date.

## ABOUT THIS PROSPECTUS

This prospectus is part of a shelf registration statement on Form S-3 that we filed with the Commission. Under this shelf registration process, the selling stockholders may from time to time sell the offered securities in one or more offerings.

In certain circumstances, we may provide a prospectus supplement that will contain specific information about the terms of a particular offering by one or more of the selling stockholders. We may also provide a prospectus supplement to add information to, or update or change information contained in, this prospectus. To the extent there is a conflict between the information contained in this prospectus and the prospectus supplement, you should rely on the information in the prospectus supplement, provided that if any statement in one of these documents is inconsistent with a statement in another document having a later date (for example, a document incorporated by reference in this prospectus or any prospectus supplement) the statement in the later-dated document modifies or supersedes the earlier statement.

You should read both this prospectus and any applicable prospectus supplement together with the additional information about us to which we refer you in the section of this prospectus entitled “Where You Can Find More Information.”

This prospectus includes or incorporates by reference our trademarks, service marks and trade names such as “U.S. Silica,” which are protected under applicable intellectual property laws and are the property of U.S. Silica Holdings, Inc. or its subsidiaries. Solely for convenience, trademarks, service marks and trade names referred to or incorporated by reference in this prospectus may not appear with the ® or ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights to our trademarks, service marks and trade names. In addition, this prospectus contains or incorporates by reference trademarks, service marks, and trade names of other companies, which are the property of their respective owners.

Unless the context otherwise indicates, the terms “Company,” “we,” “us,” and “our” as used in this prospectus refer to U.S. Silica Holdings, Inc. and its subsidiaries. Unless the context otherwise indicates, the phrase “this prospectus” refers to this prospectus and any applicable prospectus supplement.

## OUR COMPANY

We are one of the largest domestic producers of commercial silica, a specialized mineral that is a critical input into a variety of attractive end markets. During our 116-year history, we have developed core competencies in mining, processing, logistics and materials science that enable us to produce and cost-effectively deliver over 260 products to customers across these markets. We operate 18 production facilities across the United States and own one of the largest frac sand processing plants in the United States. Including the purchase of reserves adjacent to our Ottawa, Illinois, facility in May 2016, we controlled 436 million tons of reserves of commercial silica as of June 30, 2016, 240 million tons of which can be processed to meet American Petroleum Institute frac sand size specifications. The reserves acquired through the acquisition of New Birmingham, Inc., a Nevada corporation, in August 2016 added 41.4 million tons of commercial silica, all of which can be processed to meet American Petroleum Institute frac sand size specifications. Our operations are organized into two segments based on end markets served: (1) Oil & Gas Proppants and (2) Industrial & Specialty Products. Our segments are complementary because our ability to sell to a wide range of customers across end markets allows us to maximize recovery rates in our mining operations, optimize our asset utilization and reduce the cyclicity of our earnings.

We were incorporated under the laws of the State of Delaware on November 14, 2008. Our principal executive offices are located at 8490 Progress Drive, Suite 300, Frederick, Maryland 21701 and our telephone number is (301) 682-0600.

We maintain an Internet website at <http://www.ussilica.com>. We have not incorporated by reference into this prospectus the information on our website, and you should not consider it to be a part of this prospectus.

## RISK FACTORS

Our business is subject to uncertainties and risks. You should carefully consider and evaluate all of the information included and incorporated by reference in this prospectus, including the risk factors incorporated by reference from our most recent annual report on Form 10-K, as updated by our quarterly reports on Form 10-Q, current reports on Form 8-K and other filings we make with the SEC. It is possible that our business, financial condition, liquidity or results of operations could be materially adversely affected by any of these risks.

## FORWARD-LOOKING STATEMENTS

This prospectus and the documents we incorporate by reference contain forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact included in this prospectus and the documents we incorporate by reference are forward-looking statements. Forward-looking statements give our current expectations and projections relating to our financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “will,” “should,” “can have,” “likely” and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. For example, all statements we make relating to our estimated and projected costs, expenditures, cash flows, growth rates and financial results, our plans and objectives for future operations, growth or initiatives, strategies or the expected outcome or impact of pending or threatened litigation are forward-looking statements. All forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those that we expected.

We derive many of our forward-looking statements from our operating budgets and forecasts, which are based on many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. Important factors that could cause actual results to differ materially from our expectations, or cautionary statements, are disclosed under “Item 1A. Risk Factors” in Part I and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our most recent annual report on

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Form 10-K, as updated by our quarterly reports on Form 10-Q, current reports on Form 8-K and other filings we make with the SEC. All written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements as well as other cautionary statements that are made from time to time in our other filings with the SEC and public communications. You should evaluate all forward-looking statements made in our most recent annual report on Form 10-K, as updated by our quarterly reports on Form 10-Q, current reports on Form 8-K and other filings we make with the SEC in the context of these risks and uncertainties.

We caution you that the important factors disclosed under Item 1A, “Risk Factors” and Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our most recent annual report on Form 10-K, as updated by our quarterly reports on Form 10-Q, current reports on Form 8-K and other filings we make with the SEC may not contain all of the factors that are important to you. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. The forward-looking statements included in this prospectus and the documents we incorporate by reference are made only as of the date they are made. We undertake no obligation to update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.



## USE OF PROCEEDS

We will not receive any proceeds from the sale of Common Stock by any selling stockholders. All of the shares of our Common Stock offered by the selling stockholders pursuant to this prospectus will be sold by the selling stockholders. We have agreed to pay certain expenses in connection with the registration of shares being offered by the selling stockholders.

## SELLING STOCKHOLDERS

This prospectus relates to the possible resale by the selling stockholders of shares of Common Stock that we issued to them pursuant to (i) the Agreement and Plan of Merger, dated as of July 15, 2016, by and among the Company, New Birmingham Merger Corp., a Nevada corporation and wholly-owned subsidiary of the Company, NBI Merger Subsidiary II, Inc. (n/k/a Tyler Silica Company), a Delaware corporation and wholly-owned subsidiary of the Company, New Birmingham, Inc., a Nevada Corporation (“NBI”) and each of David Durrett and Erik Dall as representatives of the sellers and optionholders (the “NBI Merger Agreement”), pursuant to which we acquired NBI and its subsidiaries (the “NBI Acquisition”), and (ii) the Membership Unit Purchase Agreement, dated as of August 1, 2016, by and among the Company, U.S. Silica Company, a Delaware corporation and wholly-owned subsidiary of the Company (“U.S. Silica”), Sandbox Enterprises, LLC, a Texas limited liability company (“Sandbox”), each of the owners of membership units of Sandbox (the “Sandbox Sellers”) and Sandy Creek Capital, LLC, a Texas limited liability company, in its capacity as representative of the Sandbox Sellers (the “Sandbox Purchase Agreement”), pursuant to which we acquired Sandbox and its subsidiaries (the “Sandbox Acquisition”). The selling stockholders may from time to time offer and sell pursuant to this prospectus any or all of the shares that such selling stockholders acquired under the NBI Merger Agreement or Sandbox Purchase Agreement, as applicable.

The following table presents information regarding the selling stockholders and the shares that each such selling stockholder may offer and sell from time to time under this prospectus. This table is prepared based on information supplied to us by the selling stockholders and reflects holdings as of September 15, 2016. As used in this prospectus, the term “selling stockholder” includes those selling stockholders identified below and any donees, pledgees, transferees or other successors in interest selling shares received after the date of this prospectus from a selling stockholder as a gift, pledge, or other non-sale related transfer. The number of shares in the column “Prior to the Offering—Number of Shares of Common Stock Being Registered for Resale” represents all of the shares that a selling stockholder may offer under this prospectus. The column “After the Offering (Assuming All Shares of Common Stock Being Offered Hereby are Sold)—Number of Shares of Common Stock Beneficially Owned” assumes that the selling stockholders sell all of the shares offered under this prospectus. However, because the selling stockholders may offer from time to time all, some or none of their shares under this prospectus, or in another permitted manner, no assurances can be given as to the actual number of shares that will be sold by the selling stockholders or that will be held by the selling stockholders after completion of the sales. In addition, we do not know how long the selling stockholders will hold their shares before selling them.

Unless otherwise described below, to our knowledge, none of the selling stockholders nor any of their affiliates has held any position or office or otherwise had any material relationship with us or our affiliates during the three years prior to the date of this prospectus.

In the table below, the percentage of shares beneficially owned is calculated pursuant to Rule 13d-3 under the Exchange Act and is based on 70,598,788 shares of our Common Stock outstanding at September 15, 2016. Beneficial ownership includes any shares over which the selling stockholder has sole or shared voting power or investment power and also any shares that the selling stockholder has the right to acquire within 60 days of such date through the exercise of any options or other rights. Common stock issuable under stock options that are exercisable within 60 days of September 15, 2016 are deemed outstanding for purposes of computing the percentage ownership of the person holding the options but are not deemed outstanding for purposes of computing the ownership of any other person. Unless indicated below, to our knowledge, all persons named in the table have sole voting and investment power with respect to their common stock, except to the extent authority is shared by spouses under applicable law. The inclusion of any shares in this table does not constitute an admission of beneficial ownership for the persons named below.

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Name of Selling Stockholder	Prior to the Offering			After the Offering (Assuming All Shares of Common Stock Being Offered Hereby are Sold)	
	Number of Shares of Common Stock Beneficially Owned	Percentage of Shares of Common Stock Outstanding	Number of Shares of Common Stock Being Registered for Resale	Number of Shares of Common Stock Beneficially Owned	Percentage of Shares of Common Stock Outstanding
Frank C. Adamek & Shelley D. Adamek	12,162	*	12,162	—	—
Ronald Alexander	9,485	*	9,485	—	—
Peter Aubry	9,485	*	9,485	—	—
Avery Interests LLC	5,228	*	5,228	—	—
Patrick R. Bailey (1)	15,735	*	15,735	—	—
Black River CPF M&M NBI Holdco LLC	518,191	*	518,191	—	—
Frederick W. Brazelton	2,091	*	2,091	—	—
Lewie Byers (2)	518,981	*	518,981	—	—
Nick Carter (3)	11,829	*	11,829	—	—
Taylor Chanaratsopon Trust	10,456	*	10,456	—	—
Circle B Interests LLC	106,421	*	106,421	—	—
Christine Comi	2,845	*	2,845	—	—
John Comi	2,845	*	2,845	—	—
Mary Comi	3,794	*	3,794	—	—
Cecile Coneway	99,829	*	99,829	—	—
Steven Crittenden (4)	4,553	*	4,553	—	—
D. Merrill Cummings (5)	88,436	*	88,436	—	—
Erik Dall (6)	132,007	*	132,007	—	—
DCB Interests Ltd.	3,136	*	3,136	—	—
The Marc L. Deer Irrevocable Trust	12,162	*	12,162	—	—
Henry D. Dixon & Betsy B. Dixon	12,162	*	12,162	—	—
M. Keith Dollahite, P.C.	1,897	*	1,897	—	—
The Peter H. Dominick, Jr. Family Trust	4,865	*	4,865	—	—
David J. Durrett (7)	992,219	1.4%	992,219	—	—
Jonathan B. Fairbanks	20,911	*	20,911	—	—
Jay D. Fields	53,211	*	53,211	—	—
Jay Fields 2007 GST Exempt Trust	53,211	*	53,211	—	—
Kenneth Finley (8)	2,845	*	2,845	—	—
First Bischoff & Heins Corp	6,081	*	6,081	—	—
William J. Florence & Joy Seppala-Florence	12,162	*	12,162	—	—
John E. Freeman	24,325	*	24,325	—	—
Charles H. Garrett	2,432	*	2,432	—	—
Peter Glynn (9)	113,985	*	113,985	—	—
Hermanson Family Limited Partnership	12,162	*	12,162	—	—
Michael G. Jarvis	2,432	*	2,432	—	—
Robert Kunzi	78,646	*	78,646	—	—
Dennis Limin	39,836	*	39,836	—	—
Locust Holdings LLC	9,730	*	9,730	—	—
Daniel J. Massalone	4,865	*	4,865	—	—
Thomas Massalone (10)	58,958	*	58,958	—	—
Robert & Edna McDougal Family Trust	15,400	*	15,400	—	—
Rick McCormick (11)	233,974	*	233,974	—	—
William F. Miller	6,081	*	6,081	—	—
Michael Mithoff	2,432	*	2,432	—	—

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Name of Selling Stockholder	Prior to the Offering			After the Offering (Assuming All Shares of Common Stock Being Offered Hereby are Sold)	
	Number of Shares of Common Stock Beneficially Owned	Percentage of Shares of Common Stock Outstanding	Number of Shares of Common Stock Being Registered for Resale	Number of Shares of Common Stock Beneficially Owned	Percentage of Shares of Common Stock Outstanding
Mitrowski Revocable Trust	12,162	*	12,162	—	—
Nanominerals Corp.	189,693	*	189,693	—	—
John R. Oren (12)	800,187	1.1%	800,187	—	—
John Oren, as Trustee of the Lee McCormick 2013 Gift Trust	233,974	*	233,974	—	—
John Oren, as Trustee of the Lindsay McCormick 2013 Gift Trust	233,974	*	233,974	—	—
Joshua E. Oren (13)	98,263	*	98,263	—	—
Joshua E. Oren, as Trustee of the Josh Oren 2013 Children's Trusts	315,866	*	315,866	—	—
Joshua E. Oren, as Trustee of the Josh Oren 2015 Child's Trust	105,289	*	105,289	—	—
Joshua E. Oren, as Trustee of the Joshua E. Oren 2007 QSST	701,924	*	701,924	—	—
Matthew D. Oren, as Trustee of the Mathew D. Oren 2007 QSST	280,769	*	280,769	—	—
Richard A. & Marleine Oren	2,432	*	2,432	—	—
Howard Ormonroyd	13,078	*	13,078	—	—
Christine H. Owen	17,027	*	17,027	—	—
Michael Owen	7,297	*	7,297	—	—
Stephen L. Owen	8,514	*	8,514	—	—
Michael Paye (14)	8,620	*	8,620	—	—
Pelican State Investment Group, LLC	12,162	*	12,162	—	—
James W. Penn (15)	6,975	*	6,975	—	—
John Puckett	212,137	*	212,137	—	—
The James M. Pyle and Vickie K. Pyle Family Trust	12,162	*	12,162	—	—
Morty Redman (16)	3,794	*	3,794	—	—
Eric Salsberg	3,794	*	3,794	—	—
SB Invesco LLC	46,703	*	46,703	—	—
Seis Holdings LLC	41,822	*	41,822	—	—
Gabriel Siegel	2,614	*	2,614	—	—
Jeff Snauwaert	15,598	*	15,598	—	—
Douglas Thomson	948	*	948	—	—
TP Energy Capital LLC	15,683	*	15,683	—	—
Dennis Van Wagner & Virginia Van Wagner	4,865	*	4,865	—	—
Arnold Anderson Vickery (17)	25,080	*	25,080	—	—
Barbara Welsh	1,897	*	1,897	—	—
Oliver C Willoughby	13,078	*	13,078	—	—
Jim P. Wise	12,162	*	12,162	—	—
Christopher A Worcester	28,043	*	28,043	—	—
Adam Zylman	2,614	*	2,614	—	—

\* Indicates ownership of less than 1.0% of the Common Stock outstanding.

(1) Patrick R. Bailey serves as an employee of the Company or one of its subsidiaries.

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- (2) Lewie Byers served as a director of NBI and its subsidiaries until the completion of the NBI Acquisition.
- (3) Nick Carter served as a director and the chairman of NBI and its subsidiaries until the completion of the NBI Acquisition.
- (4) Steven Crittenden served as a director of NBI and its subsidiaries until the completion of the NBI Acquisition.
- (5) D. Merrill Cummings served as the Chief Financial Officer of Sandbox until the completion of the Sandbox Acquisition, and is currently an employee of the Company or one of its subsidiaries.
- (6) Erik Dall served as Chief Financial officer of NBI and its subsidiaries until the completion of the NBI Acquisition, and is currently a consultant to the Company or one of its subsidiaries.
- (7) David J. Durrett served as a director and the Chief Financial officer of NBI and its subsidiaries until the completion of the NBI Acquisition, and is currently a consultant to the Company or one of its subsidiaries.
- (8) Kenneth Finley served as an employee of NBI until after the completion of the NBI Acquisition.
- (9) Peter Glynn served as Executive Vice President of Strategy and Development of Sandbox until the completion of the Sandbox Acquisition, and is currently an employee of the Company or one of its subsidiaries.
- (10) Thomas Massalone served as Vice President of Operations of Sandbox until the completion of the Sandbox Acquisition, and is currently an employee of the Company or one of its subsidiaries.
- (11) Rick McCormick served as a member of the board of managers of Sandbox and its subsidiaries until the completion of the Sandbox Acquisition.
- (12) John R. Oren served as a member of the board of managers of Sandbox and its subsidiaries until the completion of the Sandbox Acquisition.
- (13) Joshua E. Oren served as a member of the board of managers of Sandbox and its subsidiaries and the chief executive officer of Sandbox until the completion of the Sandbox Acquisition, and currently serves as the vice president of Sandbox and its subsidiaries.
- (14) Michael Paye serves as an employee of the Company or one of its subsidiaries.
- (15) James W. Penn serves as an employee of the Company or one of its subsidiaries.
- (16) Morty Redman serves as an employee of the Company or one of its subsidiaries.
- (17) Arnold Anderson Vickery served as General Counsel of Sandbox until the completion of the Sandbox Acquisition and is currently an employee of the Company or one of its subsidiaries.

## **Registration Rights Agreements**

We are filing the registration statement of which this prospectus is a part pursuant to the provisions of the Registration Rights Agreements (as defined below) that we entered into with the selling stockholders. Copies of the Registration Rights Agreements are filed as exhibits to the Registration Statement of which this prospectus is a part.

### *NBI Registration Rights Agreement*

The NBI Merger Agreement required us to file a Form S-3 shelf registration statement to register the Common Stock issued pursuant to the NBI Merger Agreement within 45 days after the closing of the NBI Acquisition and to use our reasonable best efforts to keep such registration statement continuously effective until the earlier of (x) the date following the third anniversary of such registration statement's effectiveness and (y) the date on which each of the sellers and optionholders under the NBI Merger Agreement (the "NBI Holders") are permitted to sell all of their Common Stock pursuant to Rule 144 under the Securities Act of 1933 ("Rule 144"), as amended (the "Securities Act") without limitation or restriction under any of the requirements of Rule 144. Prior to

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the sale or distribution of any Common Stock received pursuant to the NBI Merger Agreement, each NBI Holder is required to give us prior written notice. We may suspend use of the registration statement if in our good faith judgment, such sale or distribution thereunder would require disclosure of non-public material information not otherwise required to be disclosed under applicable law and we have a bona fide business purpose for preserving the confidentiality of such information; provided, we cannot invoke such suspension on more than four occasions during any 360 consecutive days and no single suspension may last for longer than 45 consecutive days.

We will generally pay all expenses incurred in connection with the registration, other than underwriting discounts, broker or selling commissions and taxes applicable to the sale of the registrable securities and fees and expenses of any NBI Holder's legal counsel, accountant or other advisor. We are not obligated to participate in, or provide any assistance with, any underwritten offering by the selling stockholders.

### *Sandbox Registration Rights Agreement*

The Sandbox Purchase Agreement required us to file a Form S-3 shelf registration statement to register the Common Stock issued pursuant to the Sandbox Purchase Agreement within 60 days after the closing of the Sandbox Acquisition and to use our reasonable best efforts to keep such registration statement continuously effective until the earlier of (x) the date following the third anniversary of such registration statement's effectiveness and (y) the date on which each of the Sandbox Sellers is permitted to sell all of its Common Stock pursuant to Rule 144 without limitation or restriction under any of the requirements of Rule 144. Prior to the sale or distribution of any Common Stock received pursuant to the Sandbox Purchase Agreement, each Sandbox Seller is required to give us prior written notice. We may suspend use of the registration statement if in our good faith judgment, such sale or distribution thereunder would require disclosure of non-public material information not otherwise required to be disclosed under applicable law and we have a bona fide business purpose for preserving the confidentiality of such information; provided, we cannot invoke such suspension on more than four occasions during any 360 consecutive days and no single suspension lasts for longer than 30 consecutive days. Shares held by the Sandbox Sellers are subject to a lock-up agreement until October 22, 2016, with the exception of certain shares held by Messrs. Cummings, Glynn, Massalone and Joshua Oren, which are subject to a lock-up agreement until December 13, 2018, and therefore the Sandbox Sellers may not sell, transfer or otherwise dispose of their shares until after the October 22, 2016 or December 13, 2018, as applicable.

We will generally pay all expenses incurred in connection with the registration, other than underwriting discounts, broker or selling commissions and taxes applicable to the sale of the registrable securities and fees and expenses of any Sandbox Holder's legal counsel, accountant or other advisor. We are not obligated to participate in, or provide any assistance with, any underwritten offering by the selling stockholders.

## PLAN OF DISTRIBUTION

Additional selling stockholders not named in this prospectus may not be able to use this prospectus for resales until they are named in the selling stockholders table by prospectus supplement or post-effective amendment. Transferees, successors and donees of identified selling stockholders may not be able to use this prospectus for resales until they are named in the selling stockholders table by prospectus supplement or post-effective amendment. If required, we may add transferees, successors and donees by prospectus supplement in instances where the transferee, successor or donee has acquired its shares from holders named in this prospectus after the effective date of this prospectus. See "Selling Stockholders."

Any or all of the selling stockholders may offer the shares of Common Stock from time to time, either in increments or in a single transaction. The selling stockholders may also decide not to sell all the shares they are allowed to sell under this prospectus. The selling stockholders will act independently of us in making decisions with respect to the timing, manner and size of each sale.

All or any portion of such Common Stock may be sold from time to time directly by the selling stockholders (and any of their pledgees, donees, transferees, assignees and successors-in-interest ) or, alternatively, through one or more underwriters, broker-dealers or agents. Such Common Stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions (which may involve crosses or block transactions):

- on any national securities exchange or quotation service on which the Common Stock may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on such exchanges or services or in the over-the-counter market;
- through the writing of options, whether such options are listed on an options exchange or otherwise;
- in ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- in block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- in purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- through an exchange distribution in accordance with the rules of the applicable exchange;
- in privately negotiated transactions;
- in short sales;
- with broker-dealers who may agree with the selling stockholders to sell a specified number of shares at a stipulated price per share;
- in an underwritten offering;
- in a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

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The selling stockholders may also sell shares under any available exemption to the registration requirements of the Securities Act, including but not limited to Rule 144, rather than under this prospectus.

In connection with sales of the Common Stock or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Common Stock in the course of hedging the positions they assume. The selling stockholders may also sell the Common Stock short and deliver Common Stock to close out such short positions, or loan or pledge the Common Stock to broker-dealers that in turn may sell such Common Stock.

Notwithstanding anything in this prospectus to the contrary, in no event will such method(s) of distribution take the form of an underwritten offering of the Common Stock except in accordance with the terms of the applicable Registration Rights Agreement. We are not obligated to participate in, or provide any assistance with, any underwritten offering by the selling stockholders.

We have advised the selling stockholders that it is the view of the Commission that it may not use shares registered on the Registration Statement to cover short sales of the Common Stock made prior to the date on which the Registration Statement is declared effective by the Commission. If a selling stockholder uses this prospectus for any sale of the Common Stock, it will be subject to the prospectus delivery requirements of the Securities Act. The selling stockholders will be responsible for complying with the applicable provisions of the Securities Act and Exchange Act, and the rules and regulations thereunder promulgated, including, without limitation, Regulation M, as applicable to such selling stockholders in connection with resales of its Common Stock under the Registration Statement.

Resales by selling stockholders may be made directly to investors or through securities firms acting as underwriters, brokers or dealers. Broker-dealers engaged by the selling stockholders may arrange for other brokers-dealers to participate in sales. When resales are to be made through a securities firm, the securities firm may be engaged to act as the selling stockholder's agent in the resale of the shares of common stock by the selling stockholder, or the securities firm may purchase shares of common stock from the selling stockholder as principal and thereafter resell those shares from time to time. Securities firms may, to the extent permissible, receive commissions or discounts from the selling stockholders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated. The selling stockholders do not expect these commissions and discounts, if any, to exceed what is customary in the types of transactions involved.

The selling stockholders may from time to time pledge or grant a security interest in some or all of the shares of Common Stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell shares of Common Stock from time to time under this prospectus, or under an amendment to this prospectus or a prospectus supplement to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus.

The selling stockholders and any broker-dealers or agents that are involved in selling the shares may be deemed to be "underwriters" within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Discounts, concessions, commissions and similar selling expenses, if any, that can be attributed to the sale of Common Stock sold hereunder will be paid by the selling stockholder and/or the purchasers.

We are required to pay certain fees and expenses incident to the registration of the shares, but we will not receive any proceeds from the sale of the Common Stock sold pursuant to this prospectus. We have agreed to indemnify the selling stockholders against certain losses, including losses which the stockholders may become subject under the Securities Act or the Exchange Act.

## **LEGAL MATTERS**

The validity of the securities offered pursuant to this prospectus and any prospectus supplement will be passed upon for us by Kirkland & Ellis LLP, Chicago, Illinois.

## EXPERTS

The consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting of U.S. Silica Holdings, Inc. incorporated by reference in this prospectus and elsewhere in the registration statement have been so incorporated by reference in reliance upon the reports of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing.

## WHERE YOU CAN FIND MORE INFORMATION

We file periodic reports, proxy statements and other information with the SEC. You may read and copy (at prescribed rates) any such reports, proxy statements and other information at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. For further information concerning the SEC's Public Reference Room, you may call the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC at <http://www.sec.gov>.

This prospectus is part of a registration statement filed on Form S-3 with the SEC under the Securities Act. This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information concerning us and the securities, you should read the entire registration statement and the additional information described under "Incorporation of Certain Information by Reference" below. The registration statement has been filed electronically and may be obtained in any manner listed above. Any statements contained herein concerning the provisions of any document are not necessarily complete, and, in each instance, reference is made to the copy of such document filed as an exhibit to the registration statement or otherwise filed with the SEC. Each such statement is qualified in its entirety by such reference.

## INCORPORATION OF CERTAIN INFORMATION BY REFERENCE.

The SEC allows us to "incorporate by reference" information into this prospectus, which means that we can disclose important information about us by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be a part of this prospectus. This prospectus incorporates by reference the documents and reports listed below filed by us with the SEC (File No. 001-35416) (other than portions of these documents that are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, including any exhibits included with such Items):

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2015;
- our Quarterly Reports on Form 10-Q for the period ended March 31, 2016, filed on April 27, 2016 and for the period ended June 30, 2016, filed on August 3, 2016
- our Current Reports on Form 8-K filed on February 23, 2016, March 22, 2016, April 26, 2016, May 10, 2016, July 20, 2016, August 4, 2016, August 18, 2016 and August 24, 2016;
- the description of our common stock contained in our Registration Statement on Form 8-A filed on January 31, 2012;



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- All documents filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the initial registration statement of which this prospectus forms a part until all of the securities being offered under this prospectus or any prospectus supplement are sold (other than current reports furnished under Item 2.02 or Item 7.01 of Form 8-K). The information contained in any such document will be considered part of this prospectus from the date the document is filed with the SEC.

Any statement contained in this prospectus or in a document incorporated or deemed to be incorporated by reference in this prospectus will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We undertake to provide without charge to you, upon oral or written request, a copy of any or all of the documents that have been incorporated by reference in this prospectus, other than exhibits to such other documents (unless such exhibits are specifically incorporated by reference therein), by request directed to our Corporate Secretary, U.S. Silica Holdings, Inc., (301) 682-0600.



**6,825,693 Shares  
Common Stock**

## **U.S. Silica Holdings, Inc.**

**No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representations. This prospectus is an offer to sell only the securities offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.**

September 29, 2016

**PART II****INFORMATION NOT REQUIRED IN PROSPECTUS****Item 14. Other Expenses of Issuance and Distribution.**

The following is a statement of the estimated expenses to be incurred in connection with the issuance and distribution of the securities being registered, other than underwriting discounts, commissions and transfer taxes, to be paid by us.

SEC registration fee	\$ 29,096
Legal fees and expenses	\$ 75,000
Accounting fees and expenses	\$ 12,500
Printing fees	\$ 20,000
Miscellaneous expenses	\$ 10,000
Total	<u>\$146,596</u>

**Item 15. Indemnification of Directors and Officers.**

Section 102(b)(7) of the General Corporation Law of the State of Delaware (the “DGCL”) allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Our second amended and restated certificate of incorporation provides for this limitation of liability.

Section 145 of the DGCL (“Section 145”) provides that a Delaware corporation shall have power to indemnify any person who was, or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the corporation’s best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such person’s conduct was illegal. A Delaware corporation may indemnify any persons who are, or were a party or are threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the corporation’s best interests, provided that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

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Our second amended and restated bylaws provide that we will indemnify our directors and officers to the fullest extent authorized by the DGCL and must also pay expenses incurred in defending any such proceeding in advance of its final disposition upon delivery of an undertaking, by or on behalf of an indemnified person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified under this section or otherwise.

We have entered into indemnification agreements with each of our executive officers and directors. The indemnification agreements provide the executive officers and directors with contractual rights to indemnification, expense advancement and reimbursement, to the fullest extent permitted under the DGCL.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our second amended and restated certificate of incorporation or second amended and restated bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

We maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

### **Item 16. Exhibits.**

The Exhibit Index attached hereto and the exhibits listed therein are incorporated herein by reference.

### **Item 17. Undertakings.**

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that: paragraphs (a)(1)(i), (a)(1)(ii), and (a)(1)(iii) above do not apply if the registration statement is on Form S-3 or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

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(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

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(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant, U.S. Silica Holdings, Inc., certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3, and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Frederick, State of Maryland.

Date: September 29, 2016

**U.S. SILICA HOLDINGS, INC.**

By: /s/ Bryan A. Shinn  
Name: Bryan A. Shinn  
Title: President and Chief Executive Officer

\* \* \*

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the date indicated. Each person whose signature appears below in so signing also makes, constitutes and appoints Bryan A. Shinn, Donald A. Merrill and Christine Marshall, and each of them acting alone, his true and lawful attorney-in-fact, with full power of substitution, for him in any and all capacities, to execute and cause to be filed with the Securities and Exchange Commission any and all amendments and post-effective amendments including post-effective amendments and registration statements filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and otherwise) to this Registration Statement, with exhibits thereto and other documents in connection therewith, and hereby ratifies and confirms all that said attorney-in-fact or his substitute or substitutes may do or cause to be done by virtue hereof.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Bryan A. Shinn</u> Bryan A. Shinn	President, Chief Executive Officer and Director (Principal Executive Officer)	September 29, 2016
<u>/s/ Donald A. Merrill</u> Donald A. Merrill	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	September 29, 2016
<u>/s/ Charles Shaver</u> Charles Shaver	Chairman of the Board	September 29, 2016
<u>/s/ Peter Bernard</u> Peter Bernard	Director	September 29, 2016
<u>/s/ William J. Kacal</u> William J. Kacal	Director	September 29, 2016
<u>/s/ J. Michael Stice</u> J. Michael Stice	Director	September 29, 2016

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
3.1	Second Amended and Restated Certificate of Incorporation of U.S. Silica Holdings, Inc., effective January 31, 2012 (incorporated by reference from Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on February 6, 2012).
3.2	Second Amended and Restated Bylaws of U.S. Silica Holdings, Inc., effective January 31, 2012 (incorporated by reference from Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the SEC on February 6, 2012).
3.3	Certificate of Change of Registered Agent and/or Registered Office (incorporated by reference from Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on May 11, 2015).
4.1	Registration Rights Agreement, dated as of August 16, 2016, by and among the U.S. Silica Holdings, Inc. and each person identified on the signature pages thereto.
4.2	Registration Rights Agreement, dated as of August 22, 2016, by and among the U.S. Silica Holdings, Inc. and each person identified on the signature pages thereto.
5.1	Opinion of Kirkland & Ellis LLP.
23.1	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1).
23.2	Consent of Grant Thornton LLP, independent registered accounting firm.



## REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (as may be amended from time to time, this “**Agreement**”) is entered into as of August 16, 2016, by and among U.S. Silica Holdings, Inc., a Delaware corporation (the “**Company**”), and each person identified on the signature pages hereto (each a “**Seller**” and, collectively, the “**Sellers**”).

## WITNESSETH:

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of July 15, 2016 (as may be amended from time to time, the “**Merger Agreement**”), by and among the Company, New Birmingham, Inc., a Nevada corporation, New Birmingham Merger Corp., a Nevada corporation, NBI Merger Subsidiary II, Inc., a Delaware corporation, and David Durrett and Erik Dall, solely in their capacity as the Sellers Representatives under the Merger Agreement, the Company issued an aggregate of 2,630,513 Shares (as defined below) (the “**Consideration Shares**”) to the Sellers;

WHEREAS, the Company wishes to grant certain rights to the Sellers with respect to the Registrable Securities (as defined below) held by them as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Agreement, and for the good and valuable consideration, the parties, intending to be legally bound, mutually agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

Section 1.01. Definitions. As used in this Agreement the following terms shall have the following respective meanings. Capitalized terms used but not defined herein shall have their respective meaning set forth in the Merger Agreement.

“**Affiliate**” means, with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person; provided that no securityholder of the Company shall be deemed an Affiliate of any other securityholder solely by reason of any investment in the Company. For the purpose of this definition, the term “**control**” (including, with correlative meanings, the terms “**controlling**”, “**controlled by**” and “**under common control with**”), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

“**Common Stock**” means the common stock of the Company, par value of \$0.01 per share.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

“**Holder**” means any Seller owning of record Registrable Securities.

“**Registrable Securities**” means (a) any Shares and (b) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, such above-described securities, in each case held by a Holder. Notwithstanding the foregoing, Registrable Securities shall cease to include any securities that have been sold by a person to the public pursuant to a registration statement in compliance with the Securities Act or pursuant to Rule 144 or sold in a private transaction.

“**Registration Expenses**” shall mean all expenses incurred by the Company in complying with Sections 2.01 and 2.03, including, without limitation, all registration, qualification, exchange and filing fees, printing expenses, blue sky fees and fees and expenses of the Company’s legal counsel, accountants and other advisors, and excluding (for the avoidance of doubt) Selling Expenses.

“**Rule 144**” shall mean Rule 144 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar successor Rule that may be promulgated under the Securities Act.

“**SEC**” or “**Commission**” means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

“**Selling Expenses**” shall mean all underwriting discounts, broker or selling commissions and taxes applicable to the sale of Registrable Securities and fees and expenses of any Holder’s legal counsel, accountants or other advisors.

“**Shares**” means the shares of Common Stock issued by the Company to Sellers under the Merger Agreement.

“**Shelf Registration Statement**” means a Registration Statement of the Company filed with the SEC on Form S-3 (or any successor form under the Securities Act) for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (or any similar Rule that may be adopted by the SEC) covering the Registrable Securities.

## **ARTICLE 2 REGISTRATION**

Section 2.01. Shelf Registration. (a) The Company shall prepare and file with the SEC, and shall use reasonable best efforts to cause to become effective under the Securities Act within

forty-five (45) days after the Closing, a Shelf Registration Statement relating to the offer and sale of all Registrable Securities by the Holders from time to time in accordance with the methods of distribution elected by such Holders and set forth in the Shelf Registration Statement; provided that the Company qualifies to file a Shelf Registration Statement under the Securities Act at such time.

(b) Continued Effectiveness. The Company shall use its reasonable best efforts to keep such Shelf Registration Statement continuously effective under the Securities Act in order to permit the prospectus forming a part thereof to be usable by Holders until the earlier of (i) three (3) years following the effectiveness under the Securities Act of the Shelf Registration Statement and (ii) the date on which each of the Holders is permitted to sell all of its Registrable Securities pursuant to Rule 144 without limitation or restriction under any of the requirements of Rule 144.

(c) Suspension of Registration. Prior to the sale or distribution of any Registrable Securities pursuant to a Shelf Registration Statement, each Holder shall give at least four (4) Business Days prior written notice thereof to the Company (a "**Sale Notice**") and no Holder shall sell or distribute any Registrable Securities pursuant to a Shelf Registration Statement unless it has timely provided such Sale Notice and, subject to the Shelf Suspension described below, until the expiration of such four (4) Business Day period. A Sale Notice may indicate an aggregate amount of Registrable Securities that the Holder may sell or distribute within a specified reasonable period of time as market conditions allow. The Holders shall not deliver a Sale Notice and shall not sell or distribute Registrable Securities pursuant to a Shelf Registration Statement more than five (5) times in any calendar quarter. If in response to a Sale Notice, the Company shall provide to the Holder a certificate signed by an executive officer of the Company stating that in the good faith judgment of the Company such sale or distribution would require disclosure of non-public material information not otherwise required to be disclosed under applicable law (including with respect to any material contemplated acquisition or divestiture) and the Company has a bona fide business purpose for preserving the confidentiality of such information (the "**Restriction**"), then the Company may, by written notice thereof to the Holders requesting such sale or distribution (a "**Suspension Notice**"), suspend use of the Shelf Registration Statement by the Holders until the expiration of the Restriction (a "**Shelf Suspension**") (it being agreed that the Company may not invoke a Shelf Suspension on more than four (4) occasions during any 360 consecutive days and no single Shelf Suspension shall last for longer than forty-five (45) consecutive days). In the case of a Shelf Suspension, (a) the Holders agree to suspend use of the applicable prospectus and any issuer free writing prospectuses in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon receipt of the Suspension Notice referred to above and (b) a Holder that has delivered any Sale Notice giving rise to such Shelf Suspension shall be entitled to withdraw such Sale Notice and, if such Sale Notice is withdrawn, such Sale Notice shall not count as one of the permitted Sale Notices hereunder. The Company shall immediately notify the Holders upon the termination of any Shelf Suspension and either confirm that the Shelf Registration can be used or supplement or make amendments to the Shelf Registration Statement to the extent required by the registration form used by the Company for the Shelf Registration or by the Securities Act or the rules or regulations promulgated thereunder and promptly notify the Holders thereof. The Company agrees to not deliver a Suspension Notice to any Holder or otherwise inform such Holder of a Restriction unless and until such Holder delivers a Sale Notice to the Company.

Section 2.02. Expenses of Registration. Except as specifically provided below in this Section 2.02, all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Sections 2.01 shall be borne by the Company. All Selling Expenses incurred in connection with any registrations hereunder, shall be borne by the Holders selling the securities.

Section 2.03. Obligations of the Company. The Company shall, as promptly as reasonably practicable:

(a) notify the Sellers Representatives, who shall notify each holder of Registrable Securities, of (i) the issuance by the SEC of any stop order suspending the effectiveness of the Shelf Registration Statement or the initiation of any proceedings for that purpose, (ii) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (iii) the effectiveness of the Shelf Registration Statement. In the event of the issuance of any stop order suspending the effectiveness of the Shelf Registration Statement, or the issuance of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Common Stock included in the Shelf Registration Statement for sale in any jurisdiction, the Company will use its reasonable best efforts to promptly obtain the withdrawal of such order;

(b) furnish to the Holders such number of copies of a prospectus in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(c) use its reasonable best efforts to register and qualify the securities covered by the Shelf Registration Statement under the blue sky laws of such jurisdictions as shall be reasonably requested by the Holders; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(d) cooperate with the Holders to facilitate the timely preparation and delivery of certificates or book-entry interests representing the Registrable Securities to be sold pursuant to the Shelf Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the Holders may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Shelf Registration Statement or Rule 144; and

(e) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC.

The Company shall not be obligated under this Agreement to participate in, or provide any assistance in connection with, any underwritten offering by any Holders.

Section 2.04. Furnishing Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.01 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them

and the intended method of disposition of such securities as shall be required under rules and regulations promulgated under the Securities Act to effect the registration of their Registrable Securities.

Section 2.05. Indemnification. In the event any Registrable Securities are offered or sold pursuant to a Shelf Registration Statement:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder and the partners, officers, directors and stockholders of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively, a “**Violation**”) by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such Shelf Registration Statement, including the prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such Shelf Registration Statement; and the Company will pay as incurred to each such Holder, partner, officer, director, stockholder, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however*, that the indemnity agreement contained in this Section 2.05(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon (y) a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, stockholder, underwriter or controlling person of such Holder or (z) a Holder’s failure to deliver a copy of the prospectus or any amendments or supplements thereto after the Company has furnished such Holder with a sufficient number of copies of the same.

(b) To the extent permitted by law, each Holder selling (or proposing to sell) securities under the Shelf Registration Statement will, severally and not jointly, indemnify and hold harmless the Company, each of its directors, officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling (or proposing to sell) securities under the Shelf Registration Statement or any of such other Holder’s partners, directors, officers or stockholders or any person who controls such Holder, against any losses, claims, damages or liabilities to which the Company or any such person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such

Violation (i) occurs in reliance upon and in conformity with written information furnished by such Holder for use in connection with such registration or (ii) such Holder's failure to deliver a copy of the prospectus or any amendments or supplements thereto after the Company has furnished such Holder with a sufficient number of copies of the same; and each such Holder will pay as incurred any legal or other expenses reasonably incurred by the Company or any such person in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Violation; *provided, however*, that the indemnity agreement contained in this Section 2.05(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld); *provided, further*, that in no event shall any indemnity and payment obligation under this Section 2.05 exceed the net proceeds (after deducting commissions, taxes and other expenses) from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.05 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.05, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to material actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.05, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.05.

(d) If the indemnification provided for in this Section 2.05 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided* that in no event shall any contribution by a Holder hereunder exceed the net proceeds (after deducting commissions, taxes and other expenses) from the offering received by such Holder.

(e) The obligations of the Company and Holders under this Section 2.05 shall survive completion of any offering of Registrable Securities under the Shelf Registration Statement and the termination of this Agreement. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

Section 2.06. Termination of Registration Rights. All registration rights granted under this Article 2 shall terminate and be of no further force and effect on the earliest to occur of (i) the date all Registrable Securities may be sold under Rule 144 without limitation or restriction under any of the requirements of Rule 144, and (ii) the third anniversary of the date hereof.

Section 2.07. Rule 144. The Company shall use commercially reasonable efforts to satisfy the condition contained in Rule 144 under the Securities Act with respect to current public information and any other conditions to make such Rule available to the Holders for the sale of Registrable Securities, including filing with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act.

### **ARTICLE 3 MISCELLANEOUS**

Section 3.01. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to the conflicts of laws rules of such state.

Section 3.02. Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the District of Delaware or any Delaware State court, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 3.10 shall be deemed effective service of process on such party.

Section 3.03. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.04. Successors and Assigns. (a) Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and permitted assigns, heirs, executors, and administrators of the parties hereto.

Section 3.05. Effectiveness. This Agreement shall not become effective until the occurrence of the Closing.

Section 3.06. Entire Agreement. This Agreement and the Schedule hereto, constitute the full and entire understanding and agreement among the parties with regard to the subject matter hereof.

Section 3.07. Severability. In case any provision of the Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.08. Amendment and Waiver. Except as otherwise expressly provided herein, this Agreement may be amended or modified and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holders holding at least twenty-five percent (25%) of the Registrable Securities then outstanding; *provided* that no such amendment or waiver shall affect any Holder in a more adverse or disproportionate manner than the other Holders, without obtaining the consent of such adversely and disproportionately affected Holder. Any amendment or waiver effected in accordance with this Section 3.08 shall be binding upon each Holder and the Company.

Section 3.09. Delays or Omissions. It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any party hereto, upon any breach, default or noncompliance of any other party hereto under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring.

Section 3.10. Notices and Consents. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (“**e-mail**”) transmission, so long as a receipt of such e-mail is requested and received) and shall be given to the party to be notified at the address as set forth on the signature pages hereof or at such other address as such party may hereafter specify for the purpose by notice to the other parties hereto. All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 3.11. Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.



Section 3.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first set forth above.

Company:

U.S. SILICA HOLDINGS, INC.

/s/ Bryan A. Shinn

By: Bryan A. Shinn

Its: President and Chief Executive Officer

Seller:

/s/ David J. Durrett

By: David. J. Durrett

BLACK RIVER CBF M&M NBI HOLDCO LLC

/s/ Matthew Waller

By: Matthew Waller

Its: Director

/s/ Lewie Byers

By: Lewie Byers

NANO MINERALS CORP.

/s/ Charles Ager

By: Charles Ager

Its: President

/s/ Erik Dall

By: Erik Dall

/s/ Bob Kunzi

By: Bob Kunzi

/s/ Dennis Limin

By: Dennis Limin

/s/ Christopher Anthony Worcester

By: Christopher Anthony Worcester

/s/ Oliver Charles Willoughby

By: Oliver Charles Willoughby

/s/ Howard John Eillison Ormonroyd  
By: Howard John Ellison Ormonroyd

/s/ Wes Penn  
By: Wes Penn

/s/ Horace N. Carter  
By: Horace N. Carter

/s/ Morty Redman  
By: Morty Redman

/s/ Erik Salsberg  
By: Erik Salsberg

/s/ Mary Comi  
By: Mary Comi

/s/ Christine Comi  
By: Christine Comi

/s/ John Comi  
By: John Comi

/s/ Ken Finley  
By: Ken Finley

M. KEITH DOLLAHITE, P.C.

/s/ Keith Dollahite  
By: Keith Dollahite  
Its: President

/s/ H. Douglas Thomson  
By: H. Douglas Thomson

/s/ Stephen Crittenden  
By: Stephen Crittenden

/s/ Michael Paye  
By: Michael Paye

ROBERT AND EDNA MCDUGAL FAMILY TRUST,  
DATED DECEMBER 13, 2007

/s/ Melvin Williams

By: Melvin Williams

Its: Trustee

/s/ Ronald E. Alexander

By: Ronald E. Alexander

/s/ Peter J. Aubry

By: Peter J. Aubry

## REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (as may be amended from time to time, this “**Agreement**”) is entered into as of August 22, 2016, by and among U.S. Silica Holdings, Inc., a Delaware corporation (the “**Company**”), and each person identified on the signature pages hereto (each a “**Seller**” and, collectively, the “**Sellers**”).

## WITNESSETH:

WHEREAS, pursuant to the Membership Unit Purchase Agreement, dated as of August 1, 2016 (as may be amended from time to time, the “**Purchase Agreement**”), by and among the Company, U.S. Silica Company, a Delaware corporation, SandBox Enterprises, LLC, a Texas limited liability company (“**SandBox**”), the members of SandBox, and Sandy Creek Capital, LLC, solely in its capacity as the Sellers Representative under the Purchase Agreement, the Company issued an aggregate of 4,195,180 Shares (as defined below) (the “**Consideration Shares**”) to the Sellers; and

WHEREAS, the Company wishes to grant certain rights to the Sellers with respect to the Registrable Securities (as defined below) held by them as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in this Agreement, and for the good and valuable consideration, the parties, intending to be legally bound, mutually agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

Section 1.01. Definitions. As used in this Agreement the following terms shall have the following respective meanings. Capitalized terms used but not defined herein shall have their respective meaning set forth in the Purchase Agreement.

“**Affiliate**” means, with respect to any person, any other person directly or indirectly controlling, controlled by or under common control with such person; provided that no securityholder of the Company shall be deemed an Affiliate of any other securityholder solely by reason of any investment in the Company. For the purpose of this definition, the term “**control**” (including, with correlative meanings, the terms “**controlling**”, “**controlled by**” and “**under common control with**”), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

“**Business Day**” means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

“**Common Stock**” means the common stock of the Company, par value of \$0.01 per share.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

“**Holder**” means any Seller owning of record Registrable Securities.

“**Registrable Securities**” means (a) any Shares and (b) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for, or in replacement of, such above-described securities, in each case held by a Holder. Notwithstanding the foregoing, Registrable Securities shall cease to include any securities that have been sold by a person to the public pursuant to a registration statement in compliance with the Securities Act or pursuant to Rule 144 or sold in a private transaction.

“**Registration Expenses**” shall mean all expenses incurred by the Company in complying with Sections 2.01 and 2.03, including, without limitation, all registration, qualification, exchange and filing fees, printing expenses, blue sky fees and fees and expenses of the Company’s legal counsel, accountants and other advisors, and excluding (for the avoidance of doubt) Selling Expenses.

“**Rule 144**” shall mean Rule 144 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar successor Rule that may be promulgated under the Securities Act.

“**SEC**” or “**Commission**” means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

“**Selling Expenses**” shall mean all underwriting discounts, broker or selling commissions and taxes applicable to the sale of Registrable Securities and fees and expenses of any Holder’s legal counsel, accountants or other advisors.

“**Shares**” means the shares of Common Stock issued by the Company to Sellers under the Purchase Agreement.

“**Shelf Registration Statement**” means a Registration Statement of the Company filed with the SEC on Form S-3 (or any successor form under the Securities Act) for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (or any similar Rule that may be adopted by the SEC) covering the Registrable Securities.

## **ARTICLE 2 REGISTRATION**

Section 2.01. Shelf Registration. (a) The Company shall prepare and file with the SEC, and shall use reasonable best efforts to cause to become effective under the Securities Act within

sixty (60) days after the Closing, a Shelf Registration Statement relating to the offer and sale of all Registrable Securities by the Holders from time to time in accordance with the methods of distribution elected by such Holders and set forth in the Shelf Registration Statement; *provided* that the Company qualifies to file a Shelf Registration Statement under the Securities Act at such time. For the avoidance of doubt, the Shelf Registration Statement may also include shares of Common Stock that are not Registrable Securities.

(b) Continued Effectiveness. The Company shall use its reasonable best efforts to keep such Shelf Registration Statement continuously effective under the Securities Act in order to permit the prospectus forming a part thereof to be usable by Holders until the earlier of (i) three (3) years following the effectiveness under the Securities Act of the Shelf Registration Statement and (ii) the date on which each of the Holders is permitted to sell all of its Registrable Securities pursuant to Rule 144 without limitation or restriction under any of the requirements of Rule 144.

(c) Suspension of Registration. Prior to the sale or distribution of any Registrable Securities pursuant to a Shelf Registration Statement, (i) the Sellers Representative and each of the Restricted Sellers shall give at least two (2) Business Days' prior written notice thereof and (ii) each other Holder shall give at least one (1) Business Day's prior written notice thereof, to the Company (each such notice, a "**Sale Notice**") and no Holder shall sell or distribute any Registrable Securities pursuant to a Shelf Registration Statement unless it has timely provided such Sale Notice and, subject to the Shelf Suspension described below, until the expiration of such applicable notice period. A Sale Notice may indicate an aggregate amount of Registrable Securities that the Holder may sell or distribute within a specified reasonable period of time as market conditions allow; *provided* that each Sale Notice must indicate an amount of Registrable Securities not less than an amount equal to the lesser of (i) 1,000 Shares and (ii) all of the Shares owned by such Holder. Each Holder shall not deliver a Sale Notice and shall not sell or distribute Registrable Securities pursuant to a Shelf Registration Statement more than five (5) times. If in response to a Sale Notice, the Company shall provide to the Holders a certificate signed by an executive officer of the Company stating that in the good faith judgment of the Company such sale or distribution would require disclosure of non-public material information not otherwise required to be disclosed under applicable law (including with respect to any material contemplated acquisition or divestiture) and the Company has a bona fide business purpose for preserving the confidentiality of such information (the "**Restriction**"), then the Company may, by written notice thereof to the Holders requesting such sale or distribution (a "**Suspension Notice**"), suspend use of the Shelf Registration Statement by the Holders until the expiration of the Restriction (a "**Shelf Suspension**") (it being agreed that the Company may not invoke a Shelf Suspension on more than four (4) occasions during any 360 consecutive days and no single Shelf Suspension shall last for longer than thirty (30) consecutive days). In the case of a Shelf Suspension, (i) the Holders agree to suspend use of the applicable prospectus and any issuer free writing prospectuses in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon receipt of the Suspension Notice referred to above and (ii) a Holder that has delivered any Sale Notice giving rise to such Shelf Suspension shall be entitled to withdraw such Sale Notice and, if such Sale Notice is withdrawn, such Sale Notice shall not count as one of the permitted Sale Notices hereunder. The Company shall immediately notify the Holders upon the termination of any Shelf Suspension and either confirm that the Shelf Registration can be used or supplement or make amendments to the Shelf Registration Statement

to the extent required by the registration form used by the Company for the Shelf Registration or by the Securities Act or the rules or regulations promulgated thereunder and promptly notify the Holders thereof. The Company agrees to not deliver a Suspension Notice to any Holder or otherwise inform such Holder of a Restriction unless and until such Holder delivers a Sale Notice to the Company.

Section 2.02. Expenses of Registration. Except as specifically provided below in this Section 2.02, all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Section 2.01 shall be borne by the Company. All Selling Expenses incurred in connection with any registrations hereunder, shall be borne by the Holders selling the securities.

Section 2.03. Obligations of the Company. The Company shall, as promptly as reasonably practicable:

(a) notify the Sellers Representative, who shall notify each holder of Registrable Securities, of (i) the issuance by the SEC of any stop order suspending the effectiveness of the Shelf Registration Statement or the initiation of any proceedings for that purpose, (ii) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (iii) the effectiveness of the Shelf Registration Statement. In the event of the issuance of any stop order suspending the effectiveness of the Shelf Registration Statement, or the issuance of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Common Stock included in the Shelf Registration Statement for sale in any jurisdiction, the Company will use its reasonable best efforts to promptly obtain the withdrawal of such order;

(b) in the event of the issuance of any stop order suspending the effectiveness of the Shelf Registration Statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Registrable Securities included in such Shelf Registration Statement for sale in any jurisdiction, the Company will use its reasonable best efforts promptly to obtain the withdrawal of such order;

(c) furnish to the Holders such number of copies of a prospectus in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) use its reasonable best efforts to register and qualify the securities covered by the Shelf Registration Statement under the blue sky laws of such jurisdictions as shall be reasonably requested by the Holders; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions;

(e) cooperate with the Holders to facilitate the timely preparation and delivery of certificates or book-entry interests representing the Registrable Securities to be sold pursuant to the Shelf Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the Holders may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Shelf Registration Statement or Rule 144;



(f) notify each Holder covered by the Shelf Registration Statement at any time when a prospectus relating thereto is required to be delivered under the Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing; and

(g) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC.

The Company shall not be obligated under this Agreement to participate in, or provide any assistance in connection with, any underwritten offering by any Holders.

Section 2.04. Furnishing Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.01 that the selling Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them and the intended method of disposition of such securities as shall be required under rules and regulations promulgated under the Securities Act to effect the registration of their Registrable Securities.

Section 2.05. Indemnification. In the event any Registrable Securities are offered or sold pursuant to a Shelf Registration Statement:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder and the partners, officers, directors and stockholders of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively, a “**Violation**”) by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such Shelf Registration Statement, including the prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such Shelf Registration Statement; and the Company will pay as incurred to each such Holder, partner, officer, director, stockholder, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however*, that the indemnity agreement contained in this Section 2.05(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the

Company (which consent shall not be unreasonably withheld), nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon (y) a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, stockholder, underwriter or controlling person of such Holder or (z) a Holder's failure to deliver a copy of the prospectus or any amendments or supplements thereto after the Company has furnished such Holder with a sufficient number of copies of the same.

(b) To the extent permitted by law, each Holder selling (or proposing to sell) securities under the Shelf Registration Statement will, severally and not jointly, indemnify and hold harmless the Company, each of its directors, officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling (or proposing to sell) securities under the Shelf Registration Statement or any of such other Holder's partners, directors, officers or stockholders or any person who controls such Holder, against any losses, claims, damages or liabilities to which the Company or any such person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation (i) occurs in reliance upon and in conformity with written information furnished by such Holder for use in connection with such registration or (ii) such Holder's failure to deliver a copy of the prospectus or any amendments or supplements thereto after the Company has furnished such Holder with a sufficient number of copies of the same; and each such Holder will pay as incurred any legal or other expenses reasonably incurred by the Company or any such person in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Violation; *provided, however*, that the indemnity agreement contained in this Section 2.05(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder (which consent shall not be unreasonably withheld); *provided, further*, that in no event shall any indemnity and payment obligation under this Section 2.05 exceed the net proceeds (after deducting commissions, taxes and other expenses) from the offering received by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.05 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.05, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to material actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under

this Section 2.05, but the omission to so deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.05.

(d) If the indemnification provided for in this Section 2.05 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided* that in no event shall any contribution by a Holder hereunder exceed the net proceeds (after deducting commissions, taxes and other expenses) from the offering received by such Holder.

(e) The obligations of the Company and Holders under this Section 2.05 shall survive completion of any offering of Registrable Securities under the Shelf Registration Statement and the termination of this Agreement. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

Section 2.06. Termination of Registration Rights. All registration rights granted under this Article 2 shall terminate and be of no further force and effect on the earliest to occur of (i) the date all Registrable Securities may be sold under Rule 144 without limitation or restriction under any of the requirements of Rule 144, and (ii) the third anniversary of the date hereof.

Section 2.07. Rule 144. The Company shall use commercially reasonable efforts to satisfy the condition contained in Rule 144 under the Securities Act with respect to current public information and any other conditions to make such Rule available to the Holders for the sale of Registrable Securities, including filing with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act.

### **ARTICLE 3 MISCELLANEOUS**

Section 3.01. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to the conflicts of laws rules of such state.

Section 3.02. Jurisdiction. The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the District of Delaware or any Delaware State court, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 3.10 shall be deemed effective service of process on such party.

Section 3.03. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.04. Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and permitted assigns, heirs, executors, and administrators of the parties hereto.

Section 3.05. Effectiveness. This Agreement shall not become effective until the occurrence of the Closing.

Section 3.06. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with regard to the subject matter hereof.

Section 3.07. Severability. In case any provision of the Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.08. Amendment and Waiver. Except as otherwise expressly provided herein, this Agreement may be amended or modified and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holders holding at least twenty-five percent (25%) of the Registrable Securities then outstanding; *provided* that no such amendment or waiver shall affect any Holder in a more adverse or disproportionate manner than the other Holders, without obtaining the consent of such adversely and disproportionately affected Holder. Any amendment or waiver effected in accordance with this Section 3.08 shall be binding upon each Holder and the Company.

Section 3.09. Delays or Omissions. It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any party hereto, upon any breach, default or noncompliance

of any other party hereto under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring.

Section 3.10. Notices and Consents. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (“**e-mail**”) transmission, so long as a receipt of such e-mail is requested and received) and shall be given to the party to be notified at the address as set forth on the signature pages hereof or at such other address as such party may hereafter specify for the purpose by notice to the other parties hereto. All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 3.11. Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 3.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement as of the date first set forth above.

Company:

U.S. SILICA HOLDINGS, INC.

/s/ Bryan A. Shinn

By: Bryan A. Shinn

Its: President and Chief Executive Officer

Seller:

SANDY CREEK CAPITAL, LLC

/s/ Josh Oren

By: Josh Oren

Its: Manager

/s/ Arnold Anderson Vickery

By: Arnold Anderson Vickery

TP ENERGY CAPITAL

/s/ David Ducote

By: David Ducote

Its: Managing Member

/s/ Cecile Coneway

By: Cecile Coneway

/s/ John W. Puckett

By: John W. Puckett

/s/ Charles H. Garrett

By: Charles H. Garrett

/s/ John R. Oren

By: John R. Oren

/s/ Christine H. Owen

By: Christine H. Owen

/s/ Joshua E. Oren

By: Joshua E. Oren

*Signature Page to Registration Rights Agreement*

CIRCLE B INTERESTS, LLC

/s/ J. Patrick Burk

By: J. Patrick Burk

Its: Manager

LOCUST HOLDINGS LLC

/s/ Greg Moran

By: Greg Moran

Its: Manager

/s/ D. Merrill Cummings

By: D. Merrill Cummings

THE MARK L. DEER IRREVOCABLE TRUST

/s/ Mark L. Deer

By: Mark L. Deer

Its: Trustee

/s/ Dan Massalone

By: Dan Massalone

/s/ Michael G. Jarvis

By: Michael G. Jarvis

DCB INTERESTS LTD.

/s/ David C. Buck

By: David C. Buck

Its: Managing General Partner

/s/ Michael K. Mithoff

By: Michael K. Mithoff

/s/ Dennis Van Wagner

By: Dennis Van Wagner

Virginia Van Wagner

By: Virginia Van Wagner

/s/ Michael Owen

By: Michael Owen

MITROWSKI IRREVOCABLE TRUST

/s/ Laurence E. Mitrowski  
By: Laurence E. Mitrowski  
Its: Trustee

/s/ Jonathan Fairbanks  
By: Jonathan Fairbanks

PELICAN STATE INVESTMENT GROUP, LLC

/s/ Ronald V. Burns, Sr.  
By: Ronald V. Burns, Sr.  
Its: Manager Member

FIRST BISCHOFF & HEINS CORP.

/s/ Richard Bischoff  
By: Richard Bischoff  
Its: President

THE PETER H. DOMINICK, JR. FAMILY TRUST, EFFECTIVE  
1/1/2009

/s/ Philae C. Dominick  
By: Philae C. Dominick  
Its: Trustee

/s/ Joy Seppala-Florence  
By: Joy Seppala-Florence

/s/ William J. Florence  
By: William J. Florence

/s/ Richard Oren  
By: Richard Oren

/s/ Frank C. Adamek  
By: Frank C. Adamek

SB INVESCO, LLC

/s/ Eric Houston  
By: Eric Houston  
Its: Manager



/s/ Frederick W. Brazelton  
By: Frederick W. Brazelton

SEIS HOLDINGS, LLC

/s/ Ronald H. Jacobs, Jr.  
By: Ronald H. Jacobs, Jr.  
Its: President

/s/ Gabe Siegel  
By: Gabe Siegel

/s/ Stephen L. Owen  
By: Stephen L. Owen

/s/ Henry D. Dixon  
By: Henry D. Dixon

/s/ Betsy B. Dixon  
By: Betsy B. Dixon

TAYLOR CHANARATSOPON TRUST

/s/ Charles J. Chanaratsopon  
By: Charles J. Chanaratsopon  
Its: Trustee

AVERY INTERESTS LLC

/s/ David Ducote  
By: David Ducote  
Its: Managing Member

HERMANSON FAMILY LIMITED  
PARTNERSHIP

/s/ Eric B. Hermanson  
By: Eric B. Hermanson  
Its: Authorized Member

/s/ William F. Miller  
By: William F. Miller

THE JAMES AND VICKIE PYLE FAMILY TRUST

/s/ James M. Pyle  
By: James M. Pyle  
Its: Managing Member

/s/ Jim P. Wise  
By: Jim P. Wise

/s/ Jay D. Fields  
By: Jay D. Fields

/s/ John E. Freeman  
By: John E. Freeman

JAY FIELDS 2007 GST

/s/ Jay Fields  
By: Jay Fields  
Its: Trustee

/s/ Jeff Snauwaert  
By: Jeff Snauwaert

/s/ Adam Zylman  
By: Adam Zylman

**KIRKLAND & ELLIS LLP**  
AND AFFILIATED PARTNERSHIPS300 North LaSalle  
Chicago, Illinois 60654

(312) 862-2000

www.kirkland.com

September 29, 2016

Facsimile:  
(312) 862-2200U.S. Silica Holdings, Inc.  
8490 Progress Drive, Suite 300  
Frederick, Maryland 21701

Ladies and Gentlemen:

We are acting as special counsel to U.S. Silica Holdings, Inc., a Delaware corporation (the "Company"), in connection with the proposed registration by the Company of 6,825,693 shares (the "Shares") of common stock of the Company, par value \$0.01 per share, pursuant to a Registration Statement on Form S-3, filed by the Company with the Securities and Exchange Commission on September 29, 2016 under the Securities Act of 1933, as amended (the "Registration Statement"). The Shares are being sold by the selling stockholders named in the Registration Statement.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the organizational documents of the Company, including the Second Amended and Restated Certificate of Incorporation as certified by the Secretary of State of the State of Delaware on September 20, 2016, (ii) minutes and records of the corporate proceedings of the Company and (iii) the Registration Statement and the exhibits thereto.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company and the due authorization, execution and delivery of all documents by the parties thereto other than the Company. We have not independently established or verified any facts relevant to the opinion expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and others.

Beijing Hong Kong Houston London Los Angeles Munich New York Palo Alto San Francisco Shanghai Washington, D.C.

U.S. Silica Holdings, Inc.  
September 29, 2016  
Page 2

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that the Shares have been duly authorized, validly issued and fully paid and are nonassessable.

Our opinions expressed above are subject to the qualification that we express no opinion as to the applicability of, compliance with, or effect of any laws except the General Corporation Law of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware constitution and reported judicial decisions interpreting the foregoing).

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the issuance and sale of the Shares.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or supplement this opinion after the date of effectiveness should the General Corporation Law of the State of Delaware be changed by legislative action, judicial decision or otherwise after the date hereof.

This opinion is furnished to you in connection with the filing of the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act.

Very truly yours,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We have issued our reports dated February 24, 2016 with respect to the consolidated financial statements and internal control over financial reporting of U.S. Silica Holdings, Inc. included in the Annual Report on Form 10-K for the year ended December 31, 2015, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned reports in this Registration Statement, and to the use of our name as it appears under the caption "Experts."

/s/ Grant Thornton LLP  
Grant Thornton LLP  
Baltimore, Maryland  
September 29, 2016