

Must be
Postmarked
No Later Than
January 31, 2015

Hi-Crush Partners L.P. Securities Litigation
c/o GCG
P.O. Box 9349
Dublin, OH 43017-4249
1-800-231-1815
www.HiCrushSecuritiesSettlement.com

HCL



Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY JANUARY 31, 2015 TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT.

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Important - This form should be completed IN CAPITAL LETTERS using BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 0

¹The last four digits of the taxpayer identification number (TIN), consisting of a valid Social Security Number (SSN) for individuals or Employer Identification Number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim.



PART II - GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the action entitled In re Hi-Crush Partners, L.P. Securities Litigation, 12 Civ. 8557 (the "Consolidated Action"), you must complete and, on page 7 hereof, sign this Proof of Claim and Release (the "Claim Form"). If you fail to file a properly addressed (as set forth in section 3 below) Claim Form, your Claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Consolidated Action¹.

2. Submission of this Claim Form, however, does not assure that you will share in the proceeds of the Settlement in the Consolidated Action.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED CLAIM FORM POSTMARKED ON OR BEFORE JANUARY 31, 2015, ADDRESSED AS FOLLOWS:

Hi-Crush Partners L.P. Securities Litigation
c/o GCG
P.O. Box 9349
Dublin, OH 43017-4249

If you are NOT a Member of the Settlement Class, as defined in the Notice of Pendency of Class Action and Proposed Settlement, Proposed Settlement Fairness Hearing, and Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice"), DO NOT submit a Claim Form.

4. If you are a Member of the Settlement Class, you are bound by the terms of any judgment entered in the Consolidated Action, WHETHER OR NOT YOU SUBMIT A CLAIM FORM.

DEFINITIONS

1. "Defendants" means Hi-Crush Partners, L.P. ("Hi-Crush" or the "Partnership"), Hi-Crush GP, LLC ("Hi-Crush GP"), Robert E. Rasmus, James M. Whipkey, Laura C. Fulton, and Jefferies V. Alston, III.

2. "Released Parties" and "Released Claims" are defined below.

CLAIMANT IDENTIFICATION

1. If you purchased or otherwise acquired Hi-Crush common units and held the certificate(s) in your name, you are the beneficial purchaser/acquirer, as well as the record purchaser/acquiror. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser/acquiror and the third party is the record purchaser/acquiror.

2. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIROR(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIROR(S) OF HI-CRUSH COMMON UNITS UPON WHICH THIS CLAIM IS BASED, NOT THE RECORD PURCHASER or ACQUIROR.

3. All joint purchasers or acquirors must sign this Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Claim Form on behalf of Persons represented by them and their authority must accompany this Claim Form and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the Claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

¹ Otherwise undefined terms have the definitions provided in the Stipulation of Settlement, dated September 12, 2014 (the "Stipulation").

**PART II - GENERAL INSTRUCTIONS (CONTINUED)****CLAIM FORM**

1. Use Part III of this Claim Form, entitled "Schedule of Transactions in Hi-Crush Common Units," to supply all required details of your transaction(s) in Hi-Crush common units. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.
2. On the schedules, provide all of the requested information with respect to all of your purchases and acquisitions and all of your sales of Hi-Crush common units that took place from September 25, 2012 and February 11, 2013, both dates inclusive (the "Settlement Class Period"), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your Claim.
3. List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.
4. The date of covering a "short sale" is deemed to be the date of purchase or acquisition of Hi-Crush common units. The date of a "short sale" is deemed to be the date of sale of Hi-Crush common units.
5. Broker confirmations or other documentation of your transactions in Hi-Crush common units must be attached to your Claim. Do not send original documents, including security certificates. If you no longer have copies of your broker's confirmations or statements, your broker may be able to get you copies. Failure to provide this documentation could delay verification of your Claim or result in rejection of your Claim.
6. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Settlement Class with the information provided, the Claims Administrator may condition acceptance of the Claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant's cost.



PART III - SCHEDULE OF TRANSACTIONS IN HI-CRUSH COMMON UNITS

1. **BEGINNING HOLDINGS:** Number of units held at the beginning of trading on **September 25, 2012**. If none, write "zero" or "0". (Must be documented.)

Units				

2. **PURCHASES/ACQUISITIONS:** Purchases or Acquisitions of units from **September 25, 2012** through **February 11, 2013**, inclusive.¹ (Must be documented.)

Date(s) of Purchase/Acquisition (List Chronologically) (Month/Day/Year)	Number of Units Purchased/Acquired	Purchase/Acquisition Price Per Unit	Net Purchase or Acquisition Price (excluding taxes, commissions and fees)	Check this box if the Purchase was the result of the exercise or assignment of an option ²
/ /		.	.	
/ /		.	.	
/ /		.	.	
/ /		.	.	
/ /		.	.	

3. **SALES:** Sales from September 25, 2012 through February 11, 2013, inclusive, (Must be documented.)

Date(s) of Sale (List Chronologically) (Month/Day/Year)	Number of Units Sold	Sale Price Per Unit	Net Sale Price (excluding taxes, commissions and fees)	Units Sold Short (Y/N)
/ /		.	.	
/ /		.	.	
/ /		.	.	
/ /		.	.	
/ /		.	.	

4. **ENDING HOLDINGS:** Number of units of units held at close of trading on **February 11, 2013**. If none, write "zero" or "0". (Must be documented.)

Units				

¹ Information requested with respect to your purchases/acquisitions of Hi-Crush common units from November 13, 2012 through and including February 11, 2013 is needed in order to balance your claim; purchases/acquisitions during this period, however, are not eligible under the Settlement and will not be used for purposes of calculating your Recognized Claim pursuant to the Plan of Allocation.

² If you check the box to indicate that the purchase was the result of the exercise or assignment of an options contract, you must provide documentation to support both the options purchase or sale and the exercise or assignment to purchase common stock.

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED



PART IV – SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Claim Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my Claim as a Settlement Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any judgment that may be entered in the Consolidated Action. I (We) agree to furnish additional information to Lead Counsel to support this Claim if required to do so. I (We) have not submitted any other Claim covering the same purchases or acquisitions or sales of Hi-Crush common units during the Class Period and know of no other Person having done so on my (our) behalf.

PART V – RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the Released Claims against each and all of the Defendants and each and all of the “Released Parties,” defined as (i) any and all Defendants and former defendants in this Action, including but not limited to the Individual Defendants and the Underwriter Defendants; (ii) any Person which is, was, or will be related to or affiliated with any or all of the Defendants and former defendants in this Action, including but not limited to the Individual Defendants and the Underwriter Defendants, or in which any or all of the Defendants or former defendants in this Action, including but not limited to the Individual Defendants and the Underwriter Defendants, has, had, or will have a controlling interest; and (iii) the respective past or present direct or indirect family members, spouses, heirs, trusts, trustees, receivers, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, general partners, limited partners, partnerships, joint ventures, affiliated investment funds, affiliated investment vehicles, affiliated investment managers, affiliated investment management companies, member firms, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, members, managers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, bankers, underwriters, brokers, dealers, lenders, attorneys, insurers, co-insurers, re-insurers, and associates of each and all of the foregoing.

2. “Released Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, judgments, decrees, matters, as well as issues and controversies of any kind, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, including Unknown Claims, that Plaintiffs or any and all members of the Settlement Class ever had, now have, or may have, or otherwise could, can, or might assert, whether direct, individual, class, representative, legal, equitable, or of any other type, in their capacity as unitholders of Hi-Crush, against any of the Released Parties, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including, but not limited to, any claims under federal securities laws or state common law), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, that were, could have been, or in the future can or might be alleged, asserted, set forth, or claimed in connection with the Consolidated Action or the subject matter of the Consolidated Action in any court, tribunal, forum, or proceeding, including, without limitation, any and all claims that are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) Hi-Crush’s public statements and SEC filings during the Class Period which arise out of or relate in any way to the subject matter of the Consolidated Action; (ii) actions taken by the Individual Defendants during the Class Period which arise out of or relate in any way to the subject matter of the Consolidated Action; (iii) any transaction in Hi-Crush securities by any Defendant or affiliated entity during the Class Period; and (iv) public statements made by the Individual Defendants during the Class Period which arise out of or relate in any way to the subject matter of the Consolidated Action; provided, however, that the Released Claims shall not include the right to enforce the Stipulation of Settlement.

3. “Unknown Claims” means any claim that Plaintiffs or any members of the Settlement Class does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, including, without limitation, those claims which, if known, might have affected the decision to enter into the Stipulation. With respect to any of the Released Claims, the Parties stipulate and agree that upon final approval of the Settlement, Plaintiffs shall expressly and each member of the Settlement Class shall be deemed to have waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under California Civil Code § 1542 or any law of the United States or any state of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**PART V – RELEASE (CONTINUED)**

Plaintiffs acknowledge, and the members of the Settlement Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiffs, and by operation of law the members of the Settlement Class, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or previously existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs acknowledge, and the members of the Settlement Class by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for, was a material element of the Settlement, and was relied upon by each and all of the Defendants in entering into the Stipulation of Settlement.

4. This release shall be of no force or effect unless and until the District Court approves the Stipulation and it becomes effective on the Effective Date.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Hi-Crush common units that occurred during the Class Period, as well as the number and type of Hi-Crush common units held by me (us) at the opening of trading on September 25, 2012, and at the close of trading on February 11, 2013.

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (if this claim is being made on behalf of Joint Claimants, then each must sign.)

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant, if any

Date

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of person signing on behalf of claimant, if other than an individual, e.g., executor, president, trustee, custodian, etc.

REMINDER CHECKLIST

1. Please sign the Signature Section of the Proof of Claim and Release form.
2. If this Proof of Claim and Release form is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach supporting documentation.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 60 days. **Your claim is not deemed filed until you receive an acknowledgement postcard.** If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator.
7. If you move, please send your new address to the Claims Administrator at the address below.
8. Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

***THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN
JANUARY 31, 2015 AND MUST BE MAILED TO:***

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