

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between **RLF PERTH AMBOY PROPERTIES, LLC**, a Colorado limited liability company ("RLF"), **TRC COMPANIES, INC.**, a Delaware corporation ("TRC") (RLF and TRC are sometimes referred to collectively as the "Buyers") and **ASARCO LLC**, a Delaware limited liability company (the "Seller"), as of this _____ day of April, 2009.

In consideration of the mutual covenants set forth herein, the Earnest Money (as defined in Section 2.1(a) hereof) deposited in connection with this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, the parties agree as follows:

1. SALE AND PURCHASE.

Seller agrees to sell, transfer, convey, and assign to Buyers, and Buyers agree to purchase and accept from Seller, on and subject to the terms and conditions herein set forth, the following:

1.1. Real Property. To RLF, that certain improved real property (the "Real Property") consisting of approximately 70 acres located in the City of Perth Amboy, County of Middlesex, State of New Jersey, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference for all purposes, together with all rights and interests appurtenant thereto, including water rights, oil, gas or other minerals (except to the extent such have been retained or reserved by prior grantors or owners).

1.2. Improvements. To RLF, all improvements and fixtures of any kind owned by Seller and attached to or used in connection with the ownership, maintenance, or operation of the Real Property or improvements located thereon (collectively, the "Improvements"), if any, together with all rights, title and interest appurtenant thereto.

1.3. Property. The terms Improvements and Real Property are collectively referred to herein as the "Property."

1.4. Assumed Liabilities and Obligations. To TRC, the Assumed Liabilities and Obligations, as defined in Section 11.3.1 below, in consideration for the Remediation Reimbursement, as defined in Section 11.3.2 below.

2. PURCHASE PRICE.

2.1. Purchase Price. The purchase price for the Property shall be Two Million and 00/100 Dollars (\$2,000,000.00) (the "Purchase Price").

2.2. The Purchase Price shall be payable as follows:

(a) Earnest Money. RLF shall deliver to the Escrow Agent (designated in Section 3) an earnest money deposit of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Earnest Money") by cash, check, cashier's check or wire transfer of funds, which shall be deposited in accordance with Section 3 hereof.

(b) At Closing. At Closing RLF shall deliver to the Escrow Agent for the account of Seller, in cash or funds immediately available the amount of the Purchase Price, reduced by the Earnest Money, and increased or reduced by such funds as are required to take into account the prorations and other adjustments required by this Agreement. At Closing, Seller shall pay the Remediation Reimbursement to TRC.

3. EFFECTIVE DATE OF AGREEMENT; DEPOSIT OF EARNEST MONEY; JOINT ESCROW INSTRUCTIONS.

3.1. Effective Date. Upon Seller's and Buyers' execution of original counterparts of this Agreement, Buyers shall immediately deliver to General Land Abstract Co., Inc., 2 Research Way, Princeton, New Jersey 08540, Attn: David B. Grodnick, Esq. (the "Escrow Agent" or "Title Company"), one original counterpart of this Agreement together with immediately available funds in the amount of the Earnest Money. The effective date ("Effective Date") of this Agreement shall be the date both a fully executed counterpart of this Agreement and the Earnest Money have been received by the Escrow Agent.

3.2. Deposit of Earnest Money. Escrow Agent is authorized and instructed to deposit the Earnest Money promptly after it is received by Escrow Agent in a federally insured money market account, subject to immediate withdrawal, in a commercial bank doing business in New Jersey. Buyers and Seller will each provide their respective tax identification numbers to Escrow Agent. In the event that different or additional authorizations or directions are required by Escrow Agent prior to deposit of the Earnest Money as provided, Escrow Agent shall obtain such authorizations or directions promptly and with diligence. Interest earned on any part of the Earnest Money shall be paid to the party entitled to that portion of the Earnest Money.

3.3. Joint Escrow Instructions. This Agreement shall constitute joint escrow instructions by Buyers and Seller to Escrow Agent. If required by Escrow Agent, the parties shall execute printed escrow instructions in the standard form utilized by Escrow Agent, containing the modifications required by this Section and such other modifications as are mutually acceptable to Buyers, Seller, and Escrow Agent (the "Printed Instructions"). If there is any conflict between the terms of this Agreement and the terms of the Printed Instructions, the terms of this Agreement shall prevail. The following provisions shall be deleted from the Printed Instructions prior to execution by the parties: (i) any cancellation provision and any other provision that excuses performance by either party at the times provided in this Agreement or otherwise provides either party with any grace period not provided in this Agreement, (ii) any provision requiring the payment of the Earnest Money to any real estate broker, and (iii) any provision requiring the approval or consent of any third party (including, without limitation, any real estate broker) to the mutual cancellation of this Agreement by Seller and Buyers.

4. TITLE

4.1. Conveyance Documents. Seller shall deliver to the Escrow Agent, the Quitclaim Deed, Affidavit of Title, Residency Certification and Affidavit of Consideration (the "Conveyance Documents") contemporaneously with the execution and delivery of the executed Agreement to Escrow Agent. Escrow Agent shall hold such documents in escrow and deliver such documents to Buyer at the Closing. If for any reason whatsoever, the Closing contemplated

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herein does not take place, the Escrow Agent shall return the Conveyance Documents to Seller upon receipt of written notice from Seller that the Closing pursuant to the terms of this Agreement has not occurred.

4.2. No Further Title Matters.

(a) Following the date of this Agreement, except as to the existing condemnation action initiated by the City of Perth Amboy Redevelopment Agency, Seller shall not cause any matter to arise or be imposed upon the Property that affects title to the Property, and will not, without the prior written consent of Buyers, subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way, or similar matters which will not be eliminated on or prior to Closing.

(b) In the event a matter arises or is imposed upon the Property after the date of this Agreement but prior to the Closing that affects title to the Property and is not caused by Seller, RLF shall be responsible to remove or otherwise address such matter(s) up to a cost of one hundred thousand dollars (\$100,000). If the cost exceeds \$100,000, RLF shall promptly notify Seller in writing of the substance and total cost to resolve the title matter(s). Promptly after receiving such notice, Seller shall notify RLF of its election either (i) to pay the amount in excess of \$100,000 or (ii) to terminate this Agreement. In the event Seller elects to terminate this Agreement, RLF shall have the right but not the obligation to pay the total amount to resolve the title matter(s) and shall notify Seller of its election within five (5) business days of receipt of the notice from Seller. If RLF elects to pay the total amount to resolve the title matter(s), Seller shall have no further obligations pursuant to this Agreement regarding title matters arising after the date of this Agreement not caused by Seller. If RLF notifies Seller it elects not to resolve the title matter, this Agreement shall terminate, in which case the Escrow Agent shall, subject to the provisions of Section 7.8 hereof, return the Earnest Money, together with all interest thereon, to RLF and the Conveyance Documents to Seller.

5. DELIVERY OF DOCUMENTARY INFORMATION.

5.1. Upon the Effective Date of this Agreement, Seller has disclosed and made available to Buyers, all documents in Seller's possession, custody, or control located in the Bridgeview Management Company office located at 1160 State Street, Perth Amboy, New Jersey ("Management Office") concerning the Property (collectively, the "Documentary Information"). Buyers agree that Seller is providing such Documentary Information for purposes of notice only and such Documentary Information does not constitute a warranty or representation of any kind as to the quality or condition of the Property or the suitability or fitness of the Property for any of Buyers' purposes or intended uses whatsoever; and Buyers further acknowledge and agree that Seller makes no warranty or representation as to the accuracy or completeness of any of the Documentary Information except as provided in this Section 5 of this Agreement. Seller cannot warrant or guarantee that all documents related to the physical or environmental condition of the Property in Seller's possession, custody or control ("Seller Property Documents") are located at the Management Office. Seller, however, represents and warrants that it (i) has not intentionally destroyed or removed any Seller Property Documents

from the Management Office in anticipation of or in connection with this transaction; and (ii) without any duty of inquiry is not aware that any material Seller Property Documents in Seller's current knowledge are at another location. To the extent reasonably requested by Buyers before Closing, Seller also shall use commercially reasonable efforts until Closing to provide Buyers reasonable access to (or a copy of) any specific Seller Property Documents specifically identified by Buyers based on their review of the Documentary Information.

6. CONFIDENTIALITY OF DOCUMENTS AND INFORMATION.

6.1. Confidential Information. As used herein, "Confidential Information" shall mean information of a non-public, confidential or proprietary nature related to the Property obtained by Buyers in course of its investigation of the Property. Buyers shall treat the Confidential Information with the same degree of care that Buyers would treat their own confidential or proprietary information.

6.2. Confidential Documents. As used herein, "Confidential Documents" shall mean those portions of the Documentary Information that contain Confidential Information. Except as specifically permitted in this Section 6, neither Buyer shall disclose the Confidential Documents to anyone prior to the Closing Date. Provided that Buyers' affiliates and their respective partners, directors, officers, employees, attorneys, consultants, accountants, lenders and representatives (collectively, its "Representatives") have been informed of the confidential nature of the Confidential Information and agree to maintain its confidentiality until the Closing Date, Buyers may disclose the Confidential Documents to its Representatives, for purposes of evaluation of the Property.

6.3. Seller Consent to Disclosure. It is acknowledged that, as discussed further below, during the term of this Agreement, Buyers and Seller will be engaged together in discussions with the State of New Jersey Department of Environmental Protection ("NJDEP"). Buyers may disclose Confidential Information in connection with those discussions only as follows:

6.3.1. Confidential Documents. Copies of Confidential Documents shall not be disclosed except with Seller's express written consent, which consent may be withheld in its sole discretion. Either Buyer may request in writing Seller's express written consent to disclosure of Confidential Documents. Seller shall respond in writing within five (5) business days of receiving such a request, and if Seller fails to respond within such five (5) business day period, such consent shall be deemed granted. All communications between Buyers and Seller under this Section 6.3.1 may be made through electronic mail, with confirmed delivery receipt.

6.3.2. Environmental Condition. Without limiting the foregoing, Confidential Information concerning the Environmental Condition and/or operational history of the Property shall not be disclosed to the City of Perth Amboy or to any private entities involved with the City of Perth Amboy.

6.3.3. Prudent Disclosure. Subject to the immediately preceding Sections 6.3.1 and 6.3.2, and Buyers' obligation to treat the Confidential Information with the same degree of care that Buyers would treat their own confidential or proprietary information, Buyers may disclose Confidential Information concerning the Property to the extent Buyers determine that

such disclosure is reasonably necessary to effect their due diligence and feasibility review or otherwise cause the Conditions to Parties' Obligation to Close, as provided in Section 14.2 of this Agreement, to be met, including negotiation of the Administrative Consent Order and/or a Settlement Agreement (collectively, the "ACO") with NJDEP pursuant to Section 11.3 of this Agreement.

6.3.4. Insurance Underwriting. Notwithstanding any other provision of this Agreement to the contrary, including Section 6.3.1, Buyers may disclose Confidential Information (including the Confidential Documents) concerning the Property to their insurance brokers and to the selected insurance company in connection with the underwriting and procurement of the Environmental Insurance Policy provided such broker and insurance company have been informed of the confidential nature of the Confidential Information and agree to maintain its confidentiality until the Closing Date. Seller acknowledges and agrees that Confidential Information (including the Confidential Documents) will be disclosed pursuant to this Section 6.3.4.

6.4. Exceptions to Confidentiality Requirement. The obligation of confidentiality provided in this Section 6 shall not apply after the Closing Date or to: (i) any information which is or later becomes part of the public domain other than by a breach of any confidentiality obligation hereunder; (ii) any information which is common knowledge among the adjoining property owners, if any, or the general public; (iii) any information received from an unconnected third party who is not under an obligation of confidentiality, if any; (iv) any information which is released with the prior written approval of Seller; (v) any information which is independently developed by either Buyer or their Representatives without knowledge of the Confidential Information and without reference to or any reliance on the Confidential Information, as evidenced by the written records thereof; (vi) any information which Buyers are obligated to disclose under applicable laws or that is the subject of any lawful subpoena or order from any court having jurisdiction over Buyers or the Property; provided however, either Buyer shall give Seller notice of any such disclosure required by applicable law, subpoena or order immediately upon Buyers' receipt thereof, and Seller shall have the right to contest or seek protection from any such disclosure, subpoena or order; and/or (vii) any information in the possession, custody, or control of either Buyer or their Representatives prior to the date of disclosure of information by Seller and which was not previously obtained in confidence (either directly or indirectly) from Seller.

6.5. Prohibited Disclosure. If RLF or TRC breaches the confidentiality obligations set forth in this Section 6 (a "Prohibited Disclosure"), such Prohibited Disclosure shall not be a default under the terms of this Agreement, but shall render RLF or TRC, as applicable, liable to Seller for all damages resulting from such Prohibited Disclosure, excluding special or consequential damages.

6.6. Post Closing Disclosure. Upon termination of this Agreement for any reason other than Closing, RLF and TRC agree to promptly return the Confidential Documents to Seller or, at Seller's request, destroy the Confidential Documents and certify to Seller in writing that all copies of such Confidential Documents have been destroyed. Notwithstanding any provision in this Agreement to the contrary, after the Closing, Buyers shall be permitted to disclose the Confidential Documents and Confidential Information.

7. RIGHT OF INSPECTION.

7.1. Reserved.

7.2. Inspections; Prior Notice. Commencing on the Effective Date, Buyers and their contractors and Representatives shall have the right to enter upon the Real Property to visually inspect and investigate Improvements, if any, and the Real Property. Seller shall have the right to have a representative of Seller present at any of Buyer's or TRC's inspections of the Real Property.

7.3. Reserved

7.4. Meetings and Communications with Governmental Agencies. Commencing on the Effective Date and prior to Closing and so long as Buyers comply with the requirements of this Section 7.4 and Section 6 regarding confidentiality and are not otherwise in default of their obligations under this Agreement, Buyers shall have the right to meet and to communicate with NJDEP regarding any environmental conditions relating to the Property, and/or TRC's proposed remediation as set forth below.

7.4.1. Reserved

7.4.2. With regard to the NJDEP, Buyers and Seller acknowledge and agree that each shall cooperate fully to effect all discussions, meetings and transmittals in a timely manner. Further, to the extent not already settled, Buyers will reasonably cooperate with Seller's efforts to settle pre-Closing Natural Resource Damage ("NRD") claims as part of the negotiations with Environmental Agencies; provided such settlement does not result in RLF or TRC incurring any additional liabilities. Buyers or Seller, as the case may be, shall provide the other party with not less than five (5) business days' written notice prior to meeting with NJDEP and both parties shall have the right to be present and to participate at all such meetings. Buyers and Seller shall be obligated to reasonably reschedule any meetings to accommodate the other's schedule; provided, however, if the other party fails to provide written notice of a scheduling conflict and alternative dates to conduct the meeting at least two (2) business days prior to the meeting, such party shall be deemed to have waived its right to attend the meeting, except in the event of an unforeseen emergency promptly communicated before the meeting. At least five (5) business days before sending any written communications to an NJDEP that contain substantive information regarding the Property, Buyers or Seller, as the case may be, shall provide a copy of such proposed written communication to the other for its review and comment. The drafter of the communication shall consider any comments timely received from the other in good faith. If the other party fails to provide any timely comments prior to delivery of the written communication to NJDEP, such party shall be deemed to have waived any objection to such written communication and its content. The party submitting a communication shall promptly provide to the other copies of all written communications regarding the Property sent to or received from NJDEP. All communications between Buyers and Seller under this Section 7.4.2 may be made through electronic mail, with confirmed delivery receipt.

7.4.3. Seller shall not (a) resolve or enter into any agreement with any third party with respect to the transactions contemplated by this Agreement; (b) obtain or enter into any

agreement to obtain any required concurrence or approval of NJDEP with respect to the transactions contemplated by this Agreement; (c) resolve or conclude or enter into any agreement to resolve or conclude the Assumed Liabilities and Obligations, any Excluded Matter, or any claim against Seller; which, collectively or individually, would reasonably be expected to result in Buyers incurring any additional material liabilities or materially increase the cost of the Remediation Reimbursement.

7.5. Lien Free. Until Closing, Buyers shall keep the Property free and clear of any liens arising from Buyers' activities, and shall indemnify and hold Seller and Seller's agents harmless from all liability, claims, damages or costs arising from such liens and, in the event any liens are filed on the Property as a result of Buyers' inspection, shall promptly remove such liens upon written notice from Seller.

7.6. Permits and Contracts. Prior to the Effective Date, Seller has provided Buyers with true and complete copies of all permits, licenses, contracts and other agreements related to the Property; and Seller and Buyers have agreed on such permits, licenses, contracts and other agreements that will affect the Property after Closing (the "Permits and Contracts"). The Permits and Contracts, subject to Bankruptcy Court approval, shall be set forth on Schedule 7.6 attached hereto and incorporated herein by this reference, and shall be assigned by Seller and assumed by Buyers at Closing through execution of an Assignment and Assumption of Permits and Contracts substantially in the form attached hereto as Exhibit D attached hereto (the "Assignment of Permits and Contracts"). Buyers shall have no obligation to assume and Seller shall terminate on or before Closing, or otherwise be responsible for, any and all permits, licenses, contracts and other agreements related to the Property that are not set forth on Schedule 7.6. For purposes of this Section 7.6, permits, licenses, contracts and other agreements related to the Property shall not include title and survey matters, which are separately addressed in Section 4, shall not include Leases, which are separately addressed in Section 7.7 below, and shall not include environmental matters, which are addressed in Article 11 below.

7.7. Leases. Prior to the Effective Date, Seller has delivered to RLF true and complete copies of all leases or occupancy agreements for space in the Property, as set forth on Schedule 7.7 attached hereto and incorporated herein by this reference (each, a "Lease" and collectively "Leases") and a current rent roll for the Property as of the Effective Date, accurately identifying (i) each tenant under Lease of the Property (each, a "Tenant" and collectively "Tenants"), (ii) the space occupied by such Tenant, (iii) the current monthly rent under the Lease, (iv) any security deposits, prepaid rents, letters of credit or guaranties securing Tenant's obligations under such Lease (the "Leases Security"), (v) the term of such Tenant's Lease, including any renewal or extension rights. In addition, Seller has delivered executed estoppel certificates from all Tenants. Following the Effective Date and through Closing, RLF, accompanied by a Seller representative, shall have the right to meet with any Tenant under any of the Leases, whether on the Property or at such Tenant's place of business, to discuss the status of the Lease, the condition of the Property, and possible early termination and/or renegotiation of their Leases, provided that RLF gives Seller not less than five (5) business days written notice prior to any such meeting. Subject to Bankruptcy Court approval, the Leases, together with the Leases Security, shall be assigned by Seller and assumed by RLF at Closing through execution of an Assignment and Assumption of Leases substantially in the form attached hereto as Exhibit F attached hereto (the "Assignment and Assumption of Leases").

7.8. Indemnification. In connection with RLF's or TRC's entry onto the Real Property for inspections, neither RLF nor TRC shall cause damage or injury to the Property or personnel located thereon, and RLF or TRC shall promptly repair any damage or injury to the Property resulting from RLF's or TRC's, as applicable, inspection and investigation of the Property and shall return the Property to its original condition existing prior to RLF's or TRC's, as applicable, inspections, whether or not the sale contemplated by this Agreement closes. RLF or TRC, as applicable, shall defend, indemnify and hold Seller harmless from and against any injuries, losses, claims, causes of action, damages, expenses, including attorneys' fees, arising out of or relating to the acts of RLF, TRC, or their contractors, consultants, agents, employees or representatives. Notwithstanding any of Seller's rights to terminate this Agreement and for RLF to receive a return of the Earnest Money thereto, if the Buyers fail to comply with their restoration obligations under this Section 7.8, Seller shall have the right, at its sole and absolute discretion, to cause the Escrow Agent to hold the Earnest Money in escrow until the restoration obligations are satisfied. Further, this Section 7.8 shall survive the expiration or other termination of this Agreement or the Closing.

8. RESERVED.

9. SELLER'S REPRESENTATION AND WARRANTIES.

Seller represents and warrants to and covenants with Buyers that:

9.1. Entity Status. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and duly authorized to transact business in the state where the Property is located.

9.2. Authority. Except as provided in Section 18 below, Seller is authorized to enter into this Agreement and this Agreement is binding and enforceable against Seller in accordance with its terms, subject to the exception set forth in Section 18 below. The individual executing this Agreement on behalf of Seller is authorized and empowered to enter into this Agreement.

9.3. No Further Title Matters. Following the Effective Date, except as to the existing condemnation action initiated by the City of Perth Amboy Redevelopment Agency, Seller shall not cause any matter to arise or be imposed upon the Property that affects title to the Property, and will not, without the prior written consent of Buyers, cause the Property to be subject to any additional liens, encumbrances, covenants, conditions, easements, rights of way, or similar matters which will not be eliminated on or prior to Closing.

9.4. Permits and Contracts. Prior to Closing, Seller shall continue to perform all of its obligations under the Permits and Contracts to the same degree and in the same manner as performed as of the Effective Date and Seller shall not modify or terminate any Permits and Contracts without first receiving the prior approval of Buyers, which approval may be withheld in Buyers' sole discretion.

9.5. Leases. Prior to Closing, Seller and Bridgeview Management Company shall continue to perform all of its obligations under the Leases to the same degree and in the same manner as performed as of the Effective Date and shall not enter into any new Lease or modify

any existing Lease without first receiving the prior approval of RLF, which approval may be withheld in RLF's sole discretion.

9.6. Operation of Property. Prior to Closing, Seller shall use commercially reasonable efforts to maintain the Real Property and the Improvements in substantially their current condition (normal wear and tear and damage by casualty excepted); and to operate and maintain the Real Property and the Improvements in the ordinary course of Seller's business; provided, however, that in no event shall Seller be obligated to make any capital repairs, replacements or improvements to the Improvements or to take any action not authorized by the Bankruptcy Court or the Bankruptcy Code.

9.7. Survival. It is expressly agreed that the covenants, representations and warranties made in this Agreement by Seller shall not survive the Closing. Prior to the Closing, Seller shall disclose to Buyers in writing any information that comes to Sellers attention that any of the above representations are materially untrue.

10. BUYERS REPRESENTATIONS AND WARRANTIES.

RLF as to itself and TRC as to itself, respectively, represent and warrant to and covenant with Seller that:

10.1. Authority. RLF and TRC are authorized to enter into and perform this Agreement and this Agreement is binding and enforceable against RLF and TRC in accordance with its terms. The individual executing this Agreement on behalf of RLF and TRC is authorized and empowered to enter into this Agreement.

10.2. Entity Status. RLF is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado. TRC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

10.3. AS IS, WHERE IS; Waiver. RLF and TRC are aware of the Property's history as an industrial facility and that it has soil and groundwater contamination above the NJDEP criteria and standards. As an express condition to this Agreement, RLF and TRC acknowledge that it shall be RLF's and TRC's sole responsibility to satisfy itself regarding: (i) ownership and title to the Property; (ii) the scope and extent of industrial activity on the Property; (iii) the extent of reclamation or remediation activity, if any, with respect thereto; and (iv) the impact of such operations on the suitability of the Property for RLF's intended purposes or any other purpose. Seller expressly disclaims any and all representations and warranties with respect to the environmental condition of the Property and the suitability of the Property for RLF's intended purposes. RLF and TRC acknowledge and agree that, except as expressly provided otherwise in this Agreement, (i) RLF is purchasing the Property solely upon the basis of its own examination, inspection and investigation and not on the basis of any representation or warranty, express or implied, written or oral, made by Seller or its agents or employees which is not contained in this Agreement; and (ii) RLF is purchasing the Real Property in an "AS-IS, WHERE-IS" condition, with all faults and with no representation or warranty of any type or nature being made by Seller or any person on Seller's behalf. Without limiting the generality of the foregoing, except as expressly provided otherwise in this Agreement, RLF and TRC acknowledge that Seller has not

made and does not make any representation or warranty as to: (i) the value of the Property or any part thereof; (ii) the physical or environmental condition of the Real Property or any part thereof (including soils, geological conditions, the presence or absence of radioactive, petroleum-based, hazardous or toxic substances, and availability or quality of water); (iii) the sufficiency or suitability of the Property for RLF's intended purposes or any purpose; (iv) the square footage, acreage or configuration of the Property or any portion thereof, (v) the sufficiency or completeness of any plans for the Property; (vi) zoning or land use controls affecting the Property; (vii) the state of repair, including, but limited to, the structural integrity of any Improvements; (viii) the compliance of any improvements on the Property or the compliance of any activities previously conducted thereon or therein with any federal, state or local laws, ordinances, regulations or requirements (including those relating to the sale of subdivided lands); (ix) the environmental status or condition of the Property; and (x) the extent to which the Property or Seller has complied with any permits or approvals.

10.4. No Conflict. The execution, delivery, and performance by RLF and TRC of this Agreement and any other instruments and documents to be executed and delivered in connection with this Agreement by RLF and TRC do not, and will not, result in any violation of, or conflict with, or constitute a default under, the provisions of any mortgage, deed of trust, indenture, lease, security agreement, or other instrument or agreement or any law, regulation, rule, requirement, agreement, restriction, order, writ, decree, or judgment to which RLF or TRC or by which RLF or TRC is bound or to which RLF or TRC is subject.

11. ENVIRONMENTAL.

11.1. MOA. RLF and TRC acknowledge that Seller is currently performing an investigation and remediation pursuant to a Memorandum of Agreement between NJDEP and Bridgeview Management Company dated July 28, 1994.

11.2. Environmental Condition. RLF and TRC acknowledge that the Property is contaminated with constituents above the New Jersey Soil Cleanup Criteria and that the Property currently is not suitable for residential, recreational, day care for children or adults, educational, scholastic, open space for which public has access or park uses and that the groundwater is contaminated with constituents above the New Jersey Groundwater Quality Criteria at N.J.A.C. 7:9C-1.7. As such, RLF and TRC acknowledge and agree that: (i) if required by NJDEP, a Deed Notice for the Property in a form approved by the NJDEP may need to be executed by RLF and filed with the County of Middlesex after the Closing; (ii) NJDEP may require a restriction which prohibits certain non-industrial/commercial uses of the Property; (iii) NJDEP may require engineering controls, such as a cap and/or slurry wall over or around some or all of the Property; and (iv) at a minimum, groundwater monitoring and a Classification Exception Area approved by NJDEP will be required for the period of time that the ground water quality does not meet the Ground Water Quality Criteria. The above is by way of example as to some of the requirements expected of NJDEP but is in no way limiting or a representation by Seller as to what NJDEP may require in order to issue a No Further Action letter.

11.3. Assumption of Seller's Duties, Obligations, and Liabilities under Environmental Laws.

11.3.1. Except as expressly provided otherwise in this Agreement or the Sale Order, upon completion of Closing, Buyers agree to assume as of the Closing Date all of Seller's duties, obligations, and liabilities under Environmental Laws (as defined below) for any contamination present in soil, groundwater, surface water, sediments, or other media, whether known or unknown, and all costs related thereto including, but not limited to, NJDEP oversight costs accruing after the Closing Date in perpetuity; excluding in all instances the Excluded Matters (the "Assumed Liabilities and Obligations"). Seller and Buyers acknowledge and agree that the intent of the above is that Buyers shall assume the risk of all liabilities pursuant to Environmental Laws arising from the Property, including but not limited to obtaining at their sole cost and expense, no further action letters and covenants not to sue from NJDEP for all contaminated media at, or on the Property, other than the Excluded Matters (as defined below).

11.3.2. Remediation Reimbursement. The "Remediation Reimbursement" means the cost of TRC assuming the Assumed Liabilities and Obligations, including but not limited to the costs of environmental due diligence, a perpetual risk assumption reserve, an environmental insurance policy (the "Environmental Insurance Policy"), post-insurance period long-term OM&M expenses, and, solely for the purposes of financial calculations and not considered as actual remediation, property demolition expenses. The Environmental Insurance Policy may serve as a remediation funding source or other state-required financial assurance. The Remediation Reimbursement is equal to \$12,850,000.00.

11.3.3. To effect the assumption of the Assumed Liabilities and Obligations, from the Effective Date through sixty (60) days following Bankruptcy Court approval of the Sale Order (the "Environmental Approval Period"), RLF and TRC shall negotiate (i) an ACO with NJDEP for signature at or prior to Closing for the performance of remedial investigations and remedial actions as required by NJDEP for the Assumed Liabilities and Obligations, and including appropriate language protecting TRC and RLF from NRD and off-Property claims; (ii) a remediation funding source in an amount satisfactory to NJDEP to secure Buyers' obligations pursuant to the ACO; and (iii) the Environmental Insurance Policy for binding with a term of at least ten (10) years and a policy limit in an amount equal to at least 160% of the estimated remediation cost of the Property; excluding the Excluded Matters to the extent relevant to (i) through (iii) immediately above. Further, Seller shall negotiate with NJDEP during the Environmental Approval Period a settlement agreement with NJDEP to provide a full covenant not to sue and release with regard to the Assumed Liabilities and Obligations. During the Environmental Approval Period, and to the extent not already resolved, Seller shall use reasonable efforts to resolve all NRD claims and obtain settlement, release, covenants not to sue, or other resolution of NRD claims associated with the Property asserted by NJDEP or any federal agency or other natural resource trustee. RLF and TRC agree to disclose information to NJDEP and to include terms in the ACO, as requested or required by NJDEP to effect the sale of the Property to RLF and to allow NJDEP to issue a covenant not to sue to Seller and its related companies, officers, directors and employees for liabilities arising from and pursuant to Environmental Laws concerning the Property, other than the Excluded Matters. TRC shall bind the Environmental Insurance Policy prior to or at Closing, and RLF and TRC shall execute the ACO and any other documents necessary to effect the risk transfer with NJDEP prior to or at Closing.

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11.3.4. Notwithstanding the generality of the foregoing, it is expressly understood by the parties that the Excluded Matters are excluded from and shall not be part of either RLF's or TRC's assumption and are not part of the Assumed Liabilities and Obligations.

11.3.5. Seller further understands that TRC shall attempt to perform any environmental work to meet the least stringent remediation standard necessary to permit RLF or its successors or assigns to develop or use the Property for its intended use, but such environmental work shall, in all cases, be performed in compliance with Environmental Laws. Following Closing, Seller shall have no right whatever to participate in any environmental work or other activities on the Property conducted by TRC or any other party.

11.4. Excluded Matters. Notwithstanding anything to the contrary contained in this Agreement—and if there shall be any conflict or discrepancy between this Section and any other provision of this Agreement, this Section shall control—Buyers shall not have any obligation, including any obligation of indemnity or defense, responsibility, or liability for (i) any liabilities and obligations for environmental work with respect to Hazardous Substances or hazardous materials disposed of at off-site facilities or locations owned by others, including without limitation, at third party landfills, recycling or disposal facilities, prior to Closing; (ii) any fines, penalties, punitive or multiplied damages, consequential damages, or criminal matters assessed prior to Closing or relating to Seller's conduct, errors, or omissions other than such Seller's conduct, errors, omissions which occurred prior to Closing and relate solely to the presence of contamination at the Property; (iii) liabilities for personal or bodily injury (including death and disability) and/or property damage (including loss of use and diminution in value) to the extent accruing prior to Closing; (iv) any liabilities or obligations related to or constituting NRD claims, to the broadest extent defined under Environmental Laws, including primary and compensatory restoration, arising from Hazardous Substances (as defined in Section 11.7 herein) at, on, under or migrating or continuing to migrate from or onto or otherwise attributable to the Property that have been made or which have accrued as of the Closing Date; (v) liabilities or obligations relating to Seller's existing or past employee relationships; (vi) liabilities or obligations in any way relating to or arising from Hazardous Substances located beyond the boundary of the Property; (vii) liabilities or obligations that are the subject of a certain Settlement Agreement between and among Seller, NJDEP, PA-PDC Perth Amboy Urban Renewal, LLC, NL Industries, Inc., and Stolthaven Perth Amboy, Inc. regarding the Perth Amboy Site approved March xx, 2009 by order of the Bankruptcy Court; (viii) any liabilities or obligations arising under any permit, contract, lease, agreement of sale or other agreement or contract entered into by Seller prior to Closing, unless such lease, agreement or contract is provided to RLF and TRC pursuant to Section 5 hereof and Buyer has assumed such liability pursuant to Sections 7.6 or 7.7 herein, and is set forth on Schedule 7.6 or Schedule 7.7; and (vix) without limiting the foregoing, any and all liens, claims (including but not limited to Agency liens for past response costs, environmental claims, tort claims, product liability claims, workers compensation claims, and contractual claims), encumbrances, taxes, assessments, and any other interests within the meaning of section 363(f) of the Bankruptcy Code, whether equitable or legal, except for the Assumed Liabilities and Obligations and the Permitted Exceptions (collectively, the "Excluded Matters"). This Section shall survive Closing and supersede any other provision of this Agreement, including those which indicate their applicability "notwithstanding any other provision of this Agreement" or words to like effect.

11.5. Correspondence with Agencies. The parties agree to cooperate with each other and keep each other advised of communications with NJDEP or other third parties regarding environmental conditions and environmental work associated with the Property; provided, however, that RLF, TRC, and Seller shall have no further obligation in this regard following the Closing, though after Closing Seller will use its commercially reasonable efforts to forward to Buyers any communications received from an Agency concerning the Property or the Assumed Liabilities and Obligations, without any duty of direct response to such communications. Without limiting the foregoing, during the Environmental Approval Period and prior to the Closing, Buyers and Seller shall refrain from engaging in any communications or discussions with NJDEP or any third party regarding environmental conditions or environmental work associated with the Property without providing notice required in this Agreement. Seller also agrees not to take any action which could result in NJDEP or any third party requesting or requiring Buyers or their successors in title to take, perform or cease any activity on or with respect to the Property, or any of them, after the Effective Date. Seller and Buyers promptly shall deliver any and all notices, correspondence and other communications in whatever format, received from any governmental agency to the other. In the event that Seller receives a notice, correspondence, or communication from any governmental agency and Seller is obligated to respond thereto by applicable Environmental Laws after the Effective Date, then in addition to promptly delivering a copy of such notice to Buyers, Seller shall coordinate and cooperate with Buyers in responding to the same as required.

11.6. Additional Seller Cooperation. During the Environmental Approval Period, and prior to Closing, Seller and Buyer shall cooperate with each other's efforts to perform and complete all environmental work required to be completed hereunder, including, without limitation, executing any permits, applications, filings and other instruments as may be required by applicable agencies and providing all materials requested by the other relating to the environmental work and environmental conditions associated therewith and otherwise allowing Buyers to make all appropriate inquiries into the previous ownership and uses of the Property in accordance with generally accepted good commercial and customary standards and practices in accordance with sections 101(40) and 101(35)(B) of CERCLA. 42 U.S.C. §§ 9601(35)(B), 9601(40). Further, Seller and Buyer shall cooperate with each other to effectuate the assignment of any orders, permits, case documents, remediation agreements, memoranda of understanding or other documents or materials relating to the Property and the environmental remediation thereof to Buyers as soon as practicable, including without limitation, executing any documents, instruments or certificates necessary to effectuate such assignments or transfers.

11.7. Releases and Indemnification. RLF and TRC, on behalf of themselves and any entity affiliated with, owned or controlled by RLF or TRC, or a controlling member of RLF or TRC hereby forever release Seller and its successors, assigns, employees, agents, representatives, past, present and future, their affiliates and subsidiaries, past present and future, and each of their officers, directors, and shareholders, past, present and future (collectively, "Seller's Representatives") from any and all responsibility, liability, claims and damages arising from or related to the Assumed Liabilities and Obligations. Buyers expressly agree to indemnify, protect and defend Seller and Seller's Representatives and hold each of them harmless, from, any and all actions, causes of action, claims, demands, liabilities, damages, losses, costs, expenses (including reasonable consulting and attorneys' fees) or suits of any kind brought by any third party, including, but not limited to, the EPA and the State of New Jersey arising from or relating to: (a) the investigation, removal and remediation of past, present or future releases or discharges or

threatened releases and discharges of Hazardous Substances or contaminants on, at, or under the Property, other than the Excluded Matters, and (b) any other claims for or arising out of the presence of Hazardous Substances or contaminants on, at, or under the Property (including in the soil, air, sediments, structures and surface and subsurface water), other than the Excluded Matters. As used in this Agreement, the term "Environmental Laws" shall mean, as amended and in effect from time to time, any federal, state or local statute, ordinance, rule, regulation, judicial decision, or the judgment or decree of a governmental authority, arbitrator or other private adjudicator by which the Buyers or the Property is bound, pertaining to health, industrial hygiene, public safety, occupational safety or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation & Liability Act of 1980 (42 U.S.C. § 9601- et seq.), the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. § 6901- et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 - et seq.); the Clean Water Act (33 U.S.C. § 1251- et seq.); the Oil Pollution Act of 1990 (33 U.S.C. § 2701- et seq.); the Clean Air Act (42 U.S.C. §§ 7401-et seq.); the Hazardous Substance Transportation Act; the Emergency Planning and Community Right-To-Know Act of 1986 (42 U.S.C. § 11001- et seq.); the Endangered Species Act of 1973 (16 U.S.C. § 1531- et seq.); the Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701- et seq.); the Lead-Based Paint Exposure Reduction Act (15 U.S.C. § 2681- et seq.); the Safe Drinking Water Act Amendments of 1996 (42 U.S.C. § 300); the Solid Waste Disposal Act (42 U.S.C. § 6901- et seq.); the National Historic Preservation Act of 1966; the Water Resources Development Act (33 U.S.C. § 2201 – et seq.), the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C.A. § 1401 et seq.), laws relating to mines and mine reclamation; and each of their state and local counterparts, and all rules, guidelines, and guidance documents promulgated or created pursuant to the foregoing. The term "Hazardous Substances" shall mean any substance, material, pollutant, contaminant, waste, or special waste, whether solid, liquid or gaseous, that is infectious, toxic, hazardous, explosive, corrosive, flammable or radioactive, which is defined, designated, listed, regulated or included in any Environmental Law, including, but not limited to, asbestos or asbestos containing material, petroleum or petroleum additive substances, polychlorinated biphenyls, sewage, or waste tires. "Contamination" or "Contaminant" shall mean any discharged hazardous substance as defined pursuant to N.J.S.A. 58:10-23.11b, hazardous waste as defined pursuant to N.J.S.A. 13:1E-38, solid waste as defined pursuant to N.J.S.A. 13:1E-1, or pollutant as defined pursuant to N.J.S.A. 58:10A-3.

11.8. Joint and Severally Liable.

11.8.1 RLF and TRC expressly waive any and all legal obligation, duty, defense or necessity for Seller to proceed first against RLF or TRC, as the case may be, or to exhaust any remedy the Seller may have against RLF or TRC, as the case may be, concerning the Assumed Liabilities and Obligations, it being agreed that in the event of default or failure of performance in any respect by both RLF and TRC under this Section 11, the Seller may proceed immediately, and have right of action, solely against RLF or against TRC, or jointly against RLF and TRC, in Seller's sole and absolute discretion.

11.8.2 In the event of any bankruptcy, reorganization, winding up or similar proceedings with respect to RLF, no limitation of RLF's liability under the Purchase and Sale Agreement which may now or hereafter be imposed by any federal, state or other statute, law or regulation applicable to such proceedings, shall in any way limit the obligation of TRC

hereunder. TRC further agrees that the obligations of TRC hereunder shall in no way be terminated, affected or impaired by reason of the adjudication in bankruptcy of any person or entity directly obligated under the Purchase and Sale Agreement, the filing of a petition by RLF for any relief under the Bankruptcy Act, or incapacity of RLF.

11.9. No Waiver. Notwithstanding any provision of this Agreement to the contrary, Buyers do not waive and expressly preserve, any and all rights and defenses concerning the Property and/or off-Property locations arising under Environmental Laws, that they are innocent purchasers under the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1.1 et seq., and as bona fide purchaser as defined by 42 U.S.C. § 9601(40).

11.10. Survival. The provisions of this Section 11 shall survive Closing.

12. TERMINATION.

Notwithstanding RLF's acceptance of the Property "**AS IS, WHERE IS**" under Section 10 hereof, it is agreed between the parties that:

12.1. Notification of Conditions. If within the Environmental Approval Period, Buyers are unable to negotiate and obtain final approval of the ACO and obtain the Environmental Insurance Policy (to be bound at Closing) in accordance with Section 11 above on mutually agreeable terms, and /or Seller is not able to negotiate and obtain final approval of a settlement agreement with NJDEP, Seller may elect either to extend the Environmental Approval Period for one additional period up to thirty (30) days, or this Agreement shall terminate without further notice. In the event of such termination, Seller shall so notify in writing Buyer and Escrow Agent ("Notice of Termination"), whereupon the Escrow Agent shall, subject to the provisions of Section 7.8 hereof, return the Earnest Money, together with all interest thereon, to RLF and the Conveyance Documents to Seller.

13. TERMINATION AND REMEDIES.

In addition to the rights to terminate as set forth elsewhere in this Agreement, the parties may terminate as follows:

13.1. RLF Default. If RLF fails to consummate the purchase of the Property for any reason other than termination pursuant to a right granted herein, then Seller shall have as its sole and exclusive remedy the right to terminate this Agreement by giving written notice to the Buyer and the Escrow Agent, whereupon the Escrow Agent shall deliver the Earnest Money, together with any interest thereon, to Seller as liquidated damages, and neither party hereto shall have any further rights or obligations under this Agreement, subject only to survival of the indemnification obligations contained in Section 7.8 of this Agreement.

13.2. Seller Options. If Seller fails to pursue the sale of the Property pursuant to this Agreement for any reason other than termination pursuant to a right granted to Seller herein or a default by Buyers, then this Agreement shall be terminated by written notice by Buyers to Seller, and, subject to the provisions of Section 7.8 hereof, the Escrow Agent shall deliver the Earnest Money, together with any interest thereon, to RLF promptly upon RLF's written request for payment to Seller and the Escrow Agent. Following approval of the Sale Order by the

Bankruptcy Court, Seller shall be bound by the Sale Order and shall proceed as directed therein except that in the event, Seller sells the Property to a third party pursuant to a competing offer, Seller shall pay Buyers the sum of Three Hundred Thousand Dollars and No/100 (\$300,000.00) (the "Break-up Fee") (which is deemed to include the Buyers' professional fees and other out-of-pocket expenses). Further, Seller shall not accept a competing offer for the Property and terminate this Agreement unless (i) the value of the competing offer is a minimum of Four Hundred Thousand and No/100 Dollars (\$400,000) higher than the Purchase Price; (ii) the bidder provides a non-refundable earnest money deposit in cash in an amount equal to Five Hundred Thousand Dollars and No/100 (\$500,000.00); and (iii) Buyer is provided an opportunity to submit a competing bid that is to be credited with the Break-Up Fee; with any subsequent bidding to continue in minimum increments of at least One Hundred Thousand Dollars and No/100 (\$100,000) higher than the previous offer.

13.3. Plan of Reorganization. If the effective date of a plan of reorganization for Seller (the "Plan") occurs prior to the Closing of the sale of the Property to the Buyers pursuant to this Agreement, the Property and Conveyance Documents executed by Seller, and the Remediation Reimbursement, shall be placed in escrow with the trustee of the multi-state environmental custodial trust to be created pursuant to the Plan, and the Closing shall occur upon satisfaction of the conditions to Closing so long as those conditions are met no later than ten (10) days following the effective date of the plan of reorganization; provided that if the Closing does not so occur, the Earnest Money shall be delivered in accordance with this Agreement.

13.4. Liquidated Damages. Seller and Buyers hereby acknowledge and agree that they have included the return of the Earnest Money to RLF and payment of the Break-Up fee, as applicable or payment of the Earnest Money to Seller, as the case may be, in this Section 13 because, in the event of a breach by Buyers or Seller, the actual damages incurred by Seller or Buyers, as the case may be, would be difficult if not impossible to accurately measure. The terms and conditions of this Section 13 shall survive the Closing or the termination of this Agreement.

14. CLOSING AND PRORATIONS.

14.1. Closing; Closing Date. The closing (the "Closing") of the sale of the Property shall occur twelve days (12) days following the entry of the Order approving Seller's agreement with NJDEP (the "Closing Date"). Closing shall occur at 10:00 a.m. local time at the offices of the Escrow Agent.

14.2. Conditions to Seller's Obligation to Close. In addition to all other conditions set forth herein, the obligation of Seller to consummate the transaction contemplated hereunder shall be contingent upon the following:

14.2.1. RLF's and TRC's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Effective Date and the Closing Date;

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14.2.2. As of the Closing Date, RLF and TRC shall have performed its obligations under this Agreement in all material respects and all deliveries to be made at Closing have been tendered;

14.2.3. Seller shall have obtained approval, as set forth in Section 18 below, of the sale of the Property by the Bankruptcy Court;

14.2.4. Seller shall have negotiated and obtained a settlement agreement with NJDEP.

14.2.5. RLF and TRC shall have negotiated and delivered to Seller the ACO.

14.3. Conditions to Buyers' Obligation to Close. In addition to all other conditions set forth herein, the obligation of Buyers to consummate the transaction contemplated hereunder shall be contingent upon the following:

14.3.1. Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Effective Date and the Closing Date;

14.3.2. As of the Closing Date, Seller shall have performed its obligations under this Agreement in all material respects and all deliveries to be made at Closing have been tendered;

14.3.3. Seller shall have obtained approval as set forth in Section 18 below, of the sale of the Property by the Bankruptcy Court;

14.3.4. RLF and TRC shall have negotiated and accepted the ACO and the Environmental Insurance Policy; and

14.3.5. As of the Closing Date, other than the Seller's bankruptcy proceeding referenced herein, there shall exist no pending action, suit or proceeding with respect to the other party before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby.

14.3.6. Any objections by NJDEP with respect to the transactions contemplated by this Agreement shall have been resolved and such resolution shall have been approved or ordered by the Bankruptcy Court, if required.

14.3.7. Any dispute concerning the applicability, application, or terms of this Section, including whether there has been any failure of any condition precedent, shall be resolved by the Bankruptcy Court. Upon a determination by the Bankruptcy court that there has been a failure of any condition precedent (whether Seller's or Buyer's) to closing, then Escrow Agent shall return the Earnest Money to RLF and the Conveyance Documents to Seller, except that if the Bankruptcy Court determines that such failure to meet a condition precedent is the result of a breach of this Agreement or Sale Order by either or both Buyers, then the Earnest Money shall be paid to the Seller.

14.4. Deliveries by RLF. At the Closing, RLF shall deliver or cause to be delivered:

14.4.1. Duplicate counterpart originals of the Assignment of Permits and Contracts executed by RLF;

14.4.2. Duplicate counterpart originals of the Assignment and Assumption of Leases executed by RLF;

14.4.3. The amount of the Purchase Price, reduced by the Earnest Money, and increased or reduced by such funds as are required to take into account the prorations and other adjustments required by this Agreement as shown on the Closing Statement;

14.4.4. A duly executed copy of the Closing Statement (as defined below);

14.4.5. The ACO;

14.4.6. Any other items or documents referred to herein or affecting the conveyance and sale of the Property that may be reasonably requested by Seller or the Escrow Agent or that may be necessary to carry out the purpose and intent of this Agreement.

14.5. Deliveries by TRC. At the Closing, TRC shall deliver or cause to be delivered:

14.5.1. The ACO and Environmental Insurance Policy;

14.5.2. Any other items or documents referred to herein or affecting the conveyance and sale of the Property that may be reasonably requested by Seller or the Escrow Agent or that may be necessary to carry out the purpose and intent of this Agreement.

14.6. Deliveries by Seller. At Closing, Seller shall deliver or cause to be delivered:

14.6.1. Unless previously provided to the Escrow Agent, a quitclaim deed in proper form for recording in Middlesex County, New Jersey, fully executed and acknowledged by Seller, conveying to RLF the Property;

14.6.2. A duly executed quitclaim Bill of Sale;

14.6.3. Duplicate counterpart originals of the Assignment of Permits and Contracts executed by Seller;

14.6.4. Duplicate counterpart originals of the Assignment and Assumption of Leases executed by Seller;

14.6.5. A duly executed copy of the Closing Statement;

14.6.6. All original Leases and Permits and Contracts, or copies to the extent originals are not in Seller's possession, and, as applicable, assignments of such Leases and Permits and Contracts, as well as all other documents necessary to effect the transfer to RLF of the Leases and Permits and Contracts;

14.6.7. An affidavit under penalty of perjury, that Seller is not a “foreign person,” as defined in The Foreign Investment in Real Property Tax Act (“FIRPTA”), IRC 1445 FIRPTA;

14.6.8. To TRC, the Remediation Reimbursement; and

14.6.9. Any other items or documents referred to herein or affecting the conveyance and sale of the Property that may be reasonably requested by Seller or the Escrow Agent or that may be necessary to carry out the purpose and intent of this Agreement.

14.7. Prorations; Property Taxes. All normal and customarily prorated items, including without limitation, Rent (as defined in Section 14.8) under the Leases, real estate and personal property taxes, shall be prorated as of the Closing Date, with Seller being charged and credited for all of same up to such date and RLF being charged and credited for all of the same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made by and between Seller and RLF (which settlement period shall terminate one year following Closing). If any portion of the Real Property is not separately assessed as of the Closing, real estate taxes with respect to that portion shall be prorated as of the Closing based on the square footage of that portion relative to the square footage of all other real property that is assessed with that portion, except that any taxes attributable to improvements will be allocated to the land upon which the improvements are located. If Seller receives a tax bill for the Real Property and for other land still owned by Seller after the Closing and before the Real Property is reflected on the tax records as a separate tax parcel, Seller shall promptly forward the tax bill affecting the Real Property to RLF, and RLF will promptly deliver RLF’s share of the tax bill to Seller, and Seller shall cause the entire tax bill to be paid and shall submit reasonable proof of payment to RLF at least thirty (30) days prior to delinquency. If RLF fails to forward its share of any tax bill to Seller then Seller shall have the right (but not the obligation) to advance RLF’s share in order to fully satisfy the tax bill prior to delinquency and shall be entitled to immediate repayment of all amounts paid to or advanced to or on behalf of RLF. If Seller fails to pay the tax bill prior to delinquency, then RLF shall have the right (but not the obligation) to fully satisfy the entire tax bill and shall be entitled to immediate repayment of all amounts paid to or advanced to or on behalf of Seller. All amounts paid or advanced to or on behalf of either party pursuant to this Section shall bear interest from the date paid or advanced until repaid in full at the rate of 16% per annum. The provisions of this Section 14.5 shall survive the Closing.

14.8. Rent. RLF will receive a credit at Closing for the prorated amount of all base or fixed rent payable pursuant to the Leases and all Additional Rents (collectively, “Rent”) previously paid to, or collected by, Seller and attributable to any period following the Closing Date. Rents are “Delinquent” when they were due prior to the Closing Date, and payment thereof has not been made on or before the Closing Date. Delinquent Rent shall not be prorated at Closing. All Rent collected by RLF or Seller from each Tenant from and after Closing will be applied as follows: (i) first, to any accrued Rents owing to RLF, and (ii) second, to Delinquent Rents owing for the month in which Closing occurs (the “Closing Month”) and (iii) third, for periods prior to the Closing Month. Any Rent collected by RLF and due Seller under clauses (ii) and (iii) immediately above will be promptly remitted to Seller. Any Rent collected by Seller and due RLF shall be promptly remitted to RLF. RLF shall use reasonable efforts to collect

Delinquent Rents owed to Seller in the ordinary course of its business; provided, however, that Seller hereby retains the right to pursue any Tenant under the Leases for any Rent and other sums due Seller for period attributable to Seller's ownership of the Property; and provided further, however, Seller (i) shall be required to notify RLF in writing of Seller's intention to commence or pursue any legal proceedings; and (ii) shall not be permitted to commence or pursue any legal proceedings against any Tenant seeking eviction of such Tenant or the termination of the underlying Lease. "Additional Rents" shall mean any and all amounts due from Tenants for operating expenses, common area maintenance charges, taxes, shared utility charges, management fees, insurance costs, other comparable expenses and pass-through charges and any other Tenant charges.

14.9. Closing Costs. Seller will pay (i) one-half of any escrow or other Escrow Agent closing fees; (ii) the fees of Seller's counsel, consultants, brokers, and advisors; (iii) all state and county real estate excise taxes, realty transfer fees and taxes, and other taxes or fees incident to the sale; and (iv) all charges specified to be paid by Seller under other provisions of this Agreement. RLF shall pay (i) one-half of any escrow or other Escrow Agent closing fees; (ii) the fees of RLF's counsel, consultants, brokers, and advisors; (iii) premium for the ALTA owner's title policy; (iv) fees, charges, and costs for title policy endorsements, extended coverage title insurance, lender's title policy, and updated Survey, if any; and (v) "Mansion Tax", if applicable.

14.10. Closing Statement. Buyer and Seller shall cooperate to produce, prior to the expiration of the Environmental Approval Period, a schedule of prorations to be made on the Closing Date (the "Closing Statement").

14.11. Possession of the Property. At Closing, Seller shall deliver to RLF possession of the Property.

15. NOTICES.

All notices provided or permitted under this Agreement (except as otherwise expressly set forth herein) must be in writing and may be served by: (i) depositing same in the United States mail, addressed to the party to be notified, postage prepaid, and registered or certified with return receipt requested; (ii) delivering the same in person to such party; (iii) overnight delivery by a reputable carrier, such as Federal Express; or (iv) facsimile copy transmission, upon telephoning the recipient that a facsimile notice is forthcoming and receipt of a machine-generated confirmation of successful transmission. Notice given in accordance herewith shall be effective upon receipt (or rejection) at the address of the addressee. For purposes of notice, the addresses of the parties shall be follows:

If to Seller, to:

ASARCO LLC
Attention: Tom Aldrich
1150 N. 7th Avenue
Tucson, Arizona 85705
Telephone: (520) 798-7749 Telefax: (520) 798-7580
E-mail: jgracie@asarco.com

With a copy to:

ASARCO LLC
Attention: Ruth Graham Kern
1150 N. 7th Avenue
Tucson, Arizona 85705

Telephone: (520) 798-7707
Telefax: (520) 798-7580
E-mail: rkern@asarco.com

If to Buyers, to:

RLF Perth Amboy Properties, LLC
523 S. Cascade, Suite E
Colorado Springs, CO 80903
Attn: Aaron M. Patsch
Telephone: (719) 633-1505
Facsimile: (719) 633-1568
e-mail: aaron.patsch@rlholdings.com

TRC Companies, Inc.
10011 Meadowglen Lane, Suite 100
Houston, Texas 77042
Attn: Vance A. Fairchild
Telephone: (713) 244-1025
Telefax: (713) 244-1099
E-mail: vafairchild@trcsolutions.com

With copies to:

Schmiedeskamp, Robertson, Neu & Mitchell, LLP
525 Jersey Street
Quincy, IL 62306
Attn: Harold Oakley, Esq.
Telephone: (217) 223-3030
Facsimile: (217) 223-1005

A handwritten signature in black ink, appearing to be 'JWS', located in the bottom right corner of the page.

e-mail: hoakley@srm.com

and to:

Lemle & Kelleher, LLP
700 Louisiana, Suite 2060
Houston, Texas 77002
Attn: Joseph A. Fischer, III
Telephone: (713) 225-7808
Telefax: (713) 247-0024
E-mail: tfischer@lemle.com

If to Escrow Agent:

National Commercial Services
General Land Abstract Co., Inc.
2 Research Way
Princeton, New Jersey 08540
Attn: David B. Grodnick, Esq., Senior Vice President
Telephone: (609) 951-9500
Telefax: (609) 951-0044
Email: dgrodnick@glanj.com

Any party hereto may change its address for notice by giving five (5) days prior written notice thereof to the other party in accordance with the procedure for notices.

16. ASSIGNMENT.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of Seller, TRC, and RLF, and no third party is intended to be a beneficiary of this Agreement. This Agreement may not be assigned to any party without the prior written consent of Seller, which may be given or withheld in Seller's sole and arbitrary discretion; provided RLF may assign this agreement without Seller's consent to a limited liability company in which RLF is a manager. Any assignment or attempted assignment not in compliance with this paragraph shall be null and void and shall vest no rights in the purported assignee.

17. CASUALTY LOSS AND CONDEMNATION.

17.1. Casualty. If, prior to the Closing, the Property is substantially damaged by fire, flood or other casualty, Buyers may elect to (i) terminate this Agreement upon written notice to Seller, in which event, subject to the provisions of Section 7.8 hereof, the Earnest Money shall be returned to RLF and the conveyance documents returned to Seller, and this Agreement shall be of no further force or effect or (ii) accept the Property in its damaged condition and accept an assignment of insurance proceeds. Provisions of any laws of the state in which the Real Property is situated to the contrary shall not apply.



17.2. Condemnation. Buyers acknowledge and agree that the Property is subject to the existing condemnation action initiated by the Perth Amboy Redevelopment Authority pursuant to the redevelopment status of the Property. Seller shall deliver to Buyer, within two (2) business days following receipt by Seller, complete copies of any notices or other documentation from or regarding the Perth Amboy Redevelopment Authority or any related entity. If any other condemnation proceedings are commenced against all or any portion of the Real Property prior to Closing, Buyers may: (i) terminate this Agreement within ten (10) days after Buyers are advised of the condemnation proceeding and, subject to the provisions of Section 7.8 hereof, the Earnest Money shall be refunded to Buyers and the Conveyance Documents returned to Seller; or (ii) appear and defend in the condemnation proceeding and any award in condemnation shall, at Buyers' election, become the property of Seller and the Purchase Price shall be reduced by the same amount or any award shall become the property of Buyer and the Purchase Price shall not be reduced.

18. BANKRUPTCY COURT APPROVAL.

18.1. Approval of the Sale. Promptly after the Effective Date, Seller shall file in the Bankruptcy Court and serve a motion seeking an order (the "Sale Order"), substantially in the form of Exhibit G attached hereto, authorizing, among other things, Seller to sell the Property to Buyers pursuant to this Agreement, subject to higher and better offers. Seller shall use its commercially reasonable best efforts to obtain Bankruptcy Court approval of the Sale Order as soon as practicable after expiration of the 20-day notice period provided for in the Bankruptcy Court's local rules. If Seller is not able to obtain Bankruptcy Court approval of the Sale Order within thirty (30) days of the date the motion is filed for said approval, then either Seller or Buyers may terminate this Agreement upon written notice to the other(s) and Escrow Agent, in which case, subject to the provisions of Section 7.8 hereof, the Escrow Agent shall return the Earnest Money to RLF and the Conveyance Documents to Seller.

18.2. Approval of the Settlement Agreement with NJDEP. Promptly after the Environmental Approval Period, if Seller has negotiated a settlement agreement with NJDEP as provided in Section 11.3.3 above, Seller shall file in the Bankruptcy Court and serve a motion seeking authorization to enter into such a settlement agreement in an expedited manner. Seller shall use its commercially reasonable best efforts to obtain Bankruptcy Court approval of its entry into the settlement as soon as practicable after expiration of the 20-day notice period provided for in the Bankruptcy Court's local rules. If Seller is not able to obtain Bankruptcy Court approval of the settlement with NJDEP within thirty (30) days of the date the motion is filed for said approval, then either Seller or Buyers may terminate this Agreement upon written notice to the other(s) and Escrow Agent, in which case, subject to the provisions of Section 7.8 hereof, the Escrow Agent shall return the Earnest Money to RLF and the Conveyance Documents to Seller.

19. GOVERNING LAW AND CHOICE OF FORUM.

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State where the Real Property is located, without regard to conflicts of law principles.

20. COMMISSIONS.

Seller and Buyers represent and warrant to one another that they have employed no real estate brokers in connection with the sale contemplated by this Agreement. Seller and Buyers release, indemnify and hold one another harmless from and against any and all claims for commissions from any third parties employed in connection with the sale contemplated by this Agreement. This provision shall survive the Closing.

21. RECORDATION.

Seller and Buyers hereby acknowledge that, prior to the Closing, neither this Agreement nor any memorandum or affidavit thereof shall be filed of public record, except for the filings in the Bankruptcy Court. Should Buyers ever record or attempt to record this Agreement, or a memorandum or affidavit thereof, or any other similar document, prior to the Closing, except as expressly provided herein, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Buyers hereunder, and in addition to the other remedies provided for herein or at law, Seller shall have the express right to terminate this Agreement by filing a notice of said termination in the proper place for said filing and to recover the Earnest Money as liquidated damages.

22. MISCELLANEOUS PROVISIONS.

22.1. Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between Seller and Buyers relating to the Property, and supersedes all other agreements between the parties on the subject matter hereof. There are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent agreement shall be binding upon Seller or Buyers unless in writing and signed by both Seller and Buyers.

22.2. Headings. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may not be considered in interpreting the provisions of this Agreement.

22.3. Binding Effect. All of the provisions of this Agreement are hereby made binding upon the successors and assigns of all parties hereto.

22.4. Time Of Essence. Time is of the essence in regards to this Agreement.

22.5. Severability Of Provisions. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation, which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

22.6. Counterparts. This Agreement may be executed by signing in counterparts of this instrument. The execution by all of the parties hereto by each signing a counterpart of this

instrument shall constitute a valid execution and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

22.7. Survival. Except as otherwise provided herein, all representations, warranties and covenants contained herein shall expire on the Closing Date.

22.8. Construction. As used in this Agreement, the masculine, feminine and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel, and each has participated in the negotiation of this Agreement. If any words or phrases in this Agreement have been stricken, whether or not replaced by other words or phrases, this Agreement shall be construed (if otherwise clear and unambiguous) as if the stricken matter never appeared and no inference shall be drawn from the former presence of the stricken matters in this Agreement or from the fact that such matters were stricken.

22.9. Business Day. All references to a period of "days" shall mean calendar days unless otherwise specifically set forth herein. If the final day of any period or any date of performance under this Agreement falls on a Saturday, Sunday, or legal holiday, then the final day of the period or the date of performance shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

22.10. Attorneys' Fees. In the event of litigation involving this Agreement, the unsuccessful party shall pay to the prevailing party all costs of suit, including reasonable attorneys' fees, investigative fees, litigation expenses, and the fees of expert witnesses, with the attorneys' fees to be determined by the court and not a jury in any such litigation.

22.11. Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provisions of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

22.12. Further Instruments. Each party, promptly upon the written request of the other or Escrow Agent, shall execute (and have acknowledged, if appropriate) and deliver to the other or to Escrow Agent, or as may be otherwise reasonably designated, all additional instruments reasonably requested to evidence or give effect to this Agreement, whether the request is made before or after the Closing.

22.13. Modification Of Agreement. No modification of this Agreement shall be effective unless it is in writing and is signed by all parties.

22.14. Offer And Acceptance. If this Agreement is executed first by Buyers and then delivered to Seller, it shall be construed as an offer by Buyers to purchase the Property on the

terms and conditions herein. If executed first by Seller and then delivered to Buyers, it shall be construed as an offer by Seller to sell the Property on the terms and conditions herein. In either event, the offer made herein, unless sooner terminated or withdrawn by notice in writing by the party making such offer, shall automatically lapse and terminate at 5:00 p.m. local time, at the offices of the Escrow Agent fourteen (14) days from the date received by the party receiving the offer, unless, prior to such time and date, the party receiving the offer has returned to the party making the offer at least one fully executed counterpart of this Agreement. Any modification of the original offer made herein shall constitute a counteroffer by the party initiating such modification.

22.15. WAIVER OF JURY TRIAL. BUYERS AND SELLER BOTH WAIVE A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS AGREEMENT, OR ANY OF ITS PROVISIONS.

22.16. BANKRUPTCY COURT JURISDICTION. BUYERS AND SELLER AGREE AND BUYERS EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST, THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY ANCILLARY DOCUMENTS EXECUTED PURSUANT HERETO, (ii) THE PROPERTY, AND/OR (iii) ANY OF THE SELLER'S OBLIGATIONS THAT MAY SURVIVE CLOSING, SO LONG AS THE BANKRUPTCY COURT HAS EXCLUSIVE JURISDICTION OVER SELLER'S PENDING BANKRUPTCY CASE.

[SIGNATURES ON FOLLOWING PAGE]

A handwritten signature in black ink, appearing to be 'JWS', located in the bottom right corner of the page.

IN WITNESS WHEREOF, RLF, TRC and Seller have each executed this Agreement on the dates set forth below, to be effective as provided in Section 3 and Section 18 hereof.

SELLER:

ASARCO LLC
A Delaware limited liability company

ASARCO LLC
A Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

RLF:

TRC:

RLF Perth Amboy Properties, LLC
A Colorado limited liability company

TRC Companies, Inc.
A Delaware corporation

By: James W Geisk
Name: James W Geisk
Title: Auth. Rep.

By: _____
Name: _____
Title: _____

Escrow Agent:

Escrow Agent hereby: (i) agrees to be bound by the provisions hereof applicable to the Escrow Agent, (ii) agrees to perform its obligations as set forth herein, including without limitation, to comply with the provisions of Section 6045 of the Internal Revenue Code with respect to the transactions contemplated hereby, and (iii) declares that the Effective Date has occurred this _____ day of _____, 2009.

GENERAL LAND ABSTRACT CO., INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, RLF, TRC and Seller have each executed this Agreement on the dates set forth below, to be effective as provided in Section 3 and Section 18 hereof.

SELLER:

ASARCO LLC

A Delaware limited liability company

By: Thomas J. Aldrich
Name: Thomas J. Aldrich
Title: Vice President P&M Affairs

ASARCO LLC

A Delaware limited liability company

By: JDL
Name: John D. Low
Title: V.P. of mining operations

RLF:

RLF Perth Amboy Properties, LLC

A Colorado limited liability company

By: James W Geisz
Name: James W Geisz
Title: Auth. Rep.

TRC:

TRC Companies, Inc.

A Delaware corporation

By: _____
Name: _____
Title: _____

Escrow Agent:

Escrow Agent hereby: (i) agrees to be bound by the provisions hereof applicable to the Escrow Agent, (ii) agrees to perform its obligations as set forth herein, including without limitation, to comply with the provisions of Section 6045 of the Internal Revenue Code with respect to the transactions contemplated hereby, and (iii) declares that the Effective Date has occurred this _____ day of _____, 2009.

GENERAL LAND ABSTRACT CO., INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, RLF, TRC and Seller have each executed this Agreement on the dates set forth below, to be effective as provided in Section 3 and Section 18 hereof.

SELLER:

ASARCO LLC
A Delaware limited liability company

By: _____
Name: _____
Title: _____

RLF:

RLF Perth Amboy Properties, LLC
A Colorado limited liability company

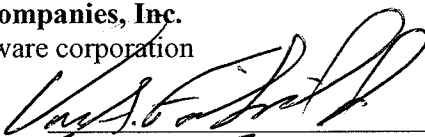
By: _____
Name: _____
Title: _____

ASARCO LLC
A Delaware limited liability company

By: _____
Name: _____
Title: _____

TRC:

TRC Companies, Inc.
A Delaware corporation

By: 
Name: Vance A. Fairchild
Title: Sr. V.P. - Tel. Ctr.

Escrow Agent:

Escrow Agent hereby: (i) agrees to be bound by the provisions hereof applicable to the Escrow Agent, (ii) agrees to perform its obligations as set forth herein, including without limitation, to comply with the provisions of Section 6045 of the Internal Revenue Code with respect to the transactions contemplated hereby, and (iii) declares that the Effective Date has occurred this _____ day of _____, 2009.

GENERAL LAND ABSTRACT CO., INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, RLF, TRC and Seller have each executed this Agreement on the dates set forth below, to be effective as provided in Section 3 and Section 18 hereof.

SELLER:

ASARCO LLC
A Delaware limited liability company

ASARCO LLC
A Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

RLF:

TRC:

RLF Perth Amboy Properties, LLC
A Colorado limited liability company

TRC Companies, Inc.
A Delaware corporation

By: James W Geisz
Name: James W Geisz
Title: Auth. Rep.

By: _____
Name: _____
Title: _____

Escrow Agent:

Escrow Agent hereby: (i) agrees to be bound by the provisions hereof applicable to the Escrow Agent, (ii) agrees to perform its obligations as set forth herein, including without limitation, to comply with the provisions of Section 6045 of the Internal Revenue Code with respect to the transactions contemplated hereby, and (iii) declares that the Effective Date has occurred this 15 day of May, 2009.

~~FIRST AMERICAN TITLE INSURANCE Co,
GENERAL LAND ABSTRACT CO., INC.~~

By: David B. Grodnick
Name: DAVID B. GRODNICK
Title: SR. VICE PRES.

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

The property intended to be conveyed by this deed is the property conveyed by deed from Neuberne H. Brown, Jr. and Catherine W. Brown dated April 12, 1991, and recorded in Book 3907 at Page 828, in the Office of the recorder of deeds of the County of Middlesex, and State of New Jersey, to Asarco Incorporated, a New Jersey corporation, excluding the parcel conveyed to the City of Perth Amboy by deed dated March 31, 2004, known and described as:

All that tract and parcel of land and premises situate, lying and being in the City of Perth Amboy in the County of Middlesex and State of New Jersey, also known and designated as Block 428, Lot 1.04 (formerly Lot 1D) and Block 430, Lots 1, 1.01, 2, 3 and 4 (formerly Lots 1 and 1A) on the Tax Maps of the City of Perth Amboy, New Jersey, all as more particularly described (except for the excluded parcel conveyed to the City of Perth Amboy by deed dated March 31, 2004 which is not included in the description below) as follows:

BEGINNING at a point on the easterly sideline of State Street (66' wide) northerly distant along the same six and eighty-five hundredths feet (6.85') from the intersection of said sideline with the center line of Tyrell's Lane (33' wide) if prolonged easterly and running, thence:

(1) South 72 degrees 29 minutes 20 seconds east and along the southerly sideline of lands n/f of the Chevron Oil Company shown and designated as Lot 1, Block 481 on the Official Tax Maps of the City of Perth Amboy, six hundred thirty and seventeen hundredths feet (630.17') to a point, thence;

(2) South 73 degrees 23 minutes 20 seconds east and continuing along the above mentioned southerly sideline of the Chevron Oil Company, five hundred sixty and thirty-four hundredths feet (560.34') to a point, thence;

(3) South 72 degrees 40 minutes 50 seconds east and continuing along said southerly sideline of the Chevron Oil Company, five hundred eighty-three and eighty-six hundredths feet (583.86') to a point, thence;

(4) South 71 degrees 14 minutes 30 seconds east and continuing along said southerly sideline of the Chevron Oil Company four hundred twenty-one and eighty-six hundredths feet (421.86') to a point, thence;

(5) South 82 degrees 54 minutes 30 seconds east and continuing along said southerly sideline of the Chevron Oil Company, three hundred eighty-two and fourteen hundredths feet (382.14') to a point, thence;

(6) North 80 degrees 55 minutes 00 seconds east and along the northerly line of those Riparian Rights granted to M. Guggenheim's Sons on April 6, 1894 and recorded in Liber "L", Page 581, two hundred ninety-three and seventeen hundredths feet (293.17') to the solid fill limit line defined in said grant and as further shown and designated on a certain map entitled "Map of

Riparian Lands and Conveyances on Arthur Kill in Perth Amboy, North of Ploughshare Point, Middlesex County” prepared by State of N.J. Board of Commerce and Navigation, dated June 1917 and revised May 1924, thence;

(7) South 9 degrees 05 minutes and 00 seconds east and along the said solid fill limit line seven hundred fifty feet more or less (750'+/-) to a point on the southerly line of the above mentioned Riparian Rights Grant, thence;

(8) South 80 degrees 55 minutes 00 seconds west and along the southerly line of the said Riparian Rights Grant, one hundred sixty-two and seventy-two hundredths feet (162.72') to a point, thence;

(9) South 19 degrees 09 minutes 30 seconds east ninety-nine and thirty hundredths feet (99.30') to a point, thence;

(10) South 70 degrees 50 minutes 30 seconds west ten and no hundredths feet (10.00') to a point, thence;

(11) South 19 degrees 09 minutes 30 seconds east one hundred fifty-four and seventy-five hundredths feet (154.75') to a point, thence;

(12) North 87 degrees 42 minutes 30 seconds west one thousand two hundred fifty-nine and fifty-five hundredths feet (1,259.55') to a point, thence;

(13) North 88 degrees 53 minutes 30 seconds west fifty-seven and eighty hundredths feet (57.80') to a point, thence;

(14) South 76 degrees 38 minutes 30 seconds West sixty-eight and eighty-three hundredths feet (68.83') to a point, thence;

(15) North 2 degrees 17 minutes 30 seconds east two hundred sixty and seventy hundredths feet (260.70') to a point, thence;

(16) North 87 degrees 37 minutes 36 seconds west one thousand seven hundred nine and thirty-nine hundredths feet (1,709.39') to a point, thence;

(17) North 14 degrees 57 minutes 00 seconds east three hundred ten and seventy-three hundredths feet (310.73') to a point, thence;

(18) North 75 degrees 03 minutes 00 seconds west sixty and no hundredths feet (60.00') to a point on the easterly sideline of State Street, thence;

(19) North 14 degrees 57 minutes 00 seconds east and along the easterly sideline of State Street, one thousand twenty-one and ninety-eight hundredths feet (1,021.98') to the point and place of BEGINNING.

The foregoing being a description of Lots 1, 1.01, 2, 3, and 4 (formerly Lots 1 and 1A) and in Block 430 and Lot 1.04 (formerly Lot 1D) in Block 428 as shown and designated on the Official Tax Maps of the City of Perth Amboy, Middlesex County, N.J.

This description drawn by and in accordance with a survey made by Community Design Associates, Professional Engineers, Land Surveyors and Professional Planners, Frederick P. Coppola, Surveyor, 491 South Washington Avenue, Piscataway, New Jersey 08854, dated March 14, 1981, revised to March 23, 1981 and further revised May 19, 1981, and new survey dated February 26, 1991.

TOGETHER with buildings, and improvements thereon, and together further with all easements, riparian grants, permits and appurtenances thereto; together further with all infrastructures thereon including but not limited to rail, transmission lines, sub-stations, station equipment, riparian permits, rights granted to all by the State of New Jersey with regard to Arthur Kill, the right to sell, if any, within Arthur Kill and rights in and to the beds of any streets abutting the premises.

TOGETHER with all and singular the ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; AND ALSO all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances.