

<u>PROVISION</u>	<u>DESCRIPTION</u>
<i>Purchase of Acquired Assets:</i>	<p>At the Closing, Astaris will sell to the Buyer or its permitted assigns and the Buyer or its permitted assigns will purchase from Astaris, assets of Astaris' and certain of its subsidiaries (the "Acquired Assets"), comprising substantially all of the operating assets of Astaris, including the following:</p> <ul style="list-style-type: none">• equity interests in Astaris Brasil Ltda. ("Astaris Brasil"), Astaris Canada Ltd., and Astaris Europe S.r.l.;• real property, <u>excluding</u> certain lease rights for property located in Sauget, Illinois;• Equipment and Other Tangible Personal Property;• Inventory;

	<ul style="list-style-type: none"> • all accounts, notes and other receivables (including intercompany accounts receivable or other intercompany advances); • Contracts; • Seller Intellectual Property; • Books and Records; and • all rights to the name “Astaris.”
<p><i>Purchase Price:</i></p>	<p>In consideration for the Acquired Assets, on the Closing Date, Buyer will pay to Astaris, for the benefit of the Owners, \$255 million, subject to adjustments set forth in the Asset Purchase Agreement. The adjustments to the Purchase Price include:</p> <ul style="list-style-type: none"> • <u>Working Capital</u>. The Purchase Price will be adjusted both pre- and post-closing if and to the extent that the Net Working Capital as of the Closing is greater than or less than the target net working capital of \$58,000,000 and as long as the post-closing adjustment would be at least \$100,000. • <u>Capital Expenditures</u>. The Purchase Price will be adjusted both pre- and post-closing if and to the extent that the actual capital expenditures of Astaris during the Specified Period deviate from certain targets set forth in the Asset Purchase Agreement. <p>The Asset Purchase Agreement includes a dispute resolution mechanism that provides for the Conclusive Net Working Capital and capital expenditure adjustments to be finally determined within 210 days of closing, either through negotiations between the parties or arbitration.</p> <ul style="list-style-type: none"> • <u>Working Capital and Capex Escrow</u>. At the Closing, \$10,000,000 (or a greater amount if the adjustment at Closing exceeds that amount) of the Purchase Price will be placed in escrow to be disbursed pursuant to the terms of the adjustment procedures described above. • <u>Solutia General Escrow</u>. At the Closing, an amount equal to \$12,500,000 will be placed in escrow to be held for one year in an interest bearing escrow account to secure Solutia’s indemnification obligations under the Asset Purchase Agreement and to be disbursed according to the terms of the Escrow Agreement, which provides that upon the expiration of the first year, all amounts not subject to an existing claim will be distributed back to Solutia. <p>The Owners have allocated the Purchase Price among themselves pursuant to the terms of the Owners’ Agreement (as described below).</p>
<p><i>Net Proceeds</i></p>	<p>Solutia expects to receive approximately \$97 million in net proceeds on the Closing Date.</p>

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<i>The Closing:</i>	The Closing will be held on the fifth (5th) Business Day after the day upon which all of the conditions to the Buyer's, Astaris' and the Owners' obligations to effect the Closing have been satisfied or waived or on such other mutually agreed upon date.
<i>Liabilities Assumed by the Buyer:</i>	<p>On the Closing Date, the Buyer will assume selected Liabilities, commitments and obligations of Astaris, including:</p> <ul style="list-style-type: none"> • all account, trade and other payables of Astaris (including bank overdrafts) as of the Closing Date, but only if and to the extent the same are reflected Net Working Capital in the Conclusive Net Working Capital and Capex Statement; • Liabilities in respect of Taxes payable for periods or portions thereof ending on or prior to the Closing Date, but only if and to the extent the same are reflected in the Conclusive Net Working Capital and Capex Statements; • all Taxes attributable to the ownership or operation of the Acquired Assets for periods or portions thereof beginning after the Closing Date; • all Liabilities and obligations that accrue or are to be performed post-Closing in respect of assumed Contracts or permits; • certain Liabilities or obligations arising under the assumed Benefit Plans and the Foreign Plans; • all accrued salary, wages, bonuses and commissions as of the Closing Date for Transferred Employees and Non-U.S. Employees as of the Closing Date, but only if and to the extent the same are reflected in Net Working Capital in the Conclusive Net Working Capital and Capex Statement; • certain Liabilities or obligations arising after the Closing Date related to customer claims; and • up to \$12,000,000 in certain environmental liability costs that may be passed through to the Buyer under the Monsanto Supply Agreement.
<i>Liabilities Retained by Astaris and the Owners:</i>	<p>Following the Closing, Astaris and the Owners will retain any Liabilities, commitments or obligations (contingent or otherwise) of Astaris or any Owner or their Affiliates that are not expressly transferred to or assumed by the Buyer, including Liabilities relating to:</p> <ul style="list-style-type: none"> • claims arising from the conduct of the Business prior to the Closing Date; • the Retained Environmental Liabilities; • the Excluded Assets; • employee benefits liabilities not otherwise assumed by the Buyer;

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	<ul style="list-style-type: none"> • the OPEB Obligations; and • any bank or other funded debt of Astaris or the Owners. <p>The parties have agreed to allocate the continued liability of the Owners and Astaris to the Buyer for the Retained Liabilities between the Owners. Specifically, Solutia will be liable for those Liabilities arising out of or relating to the assets contributed by Solutia to Astaris at the time of its formation, including the facilities located in Augusta, Georgia; Trenton, Michigan and Sauget, Illinois.</p>
<p><i>Conditions to the Buyer's Obligations to Effect the Closing:</i></p>	<ul style="list-style-type: none"> • <u>Representations and Warranties.</u> The representations and warranties of Astaris and each of the Owners that are qualified as to materiality shall be true and correct, and those that are not so qualified shall be true and correct in all material respects on the date of the Agreement and on the Closing Date as though made on the Closing Date; <u>provided however</u>, that a breach of any of the representations and warranties shall not constitute the non-fulfillment of the foregoing condition (a) if such breach is capable of cure, and such breach is actually cured, by the earlier of (x) 30 calendar days after written notice from the Buyer (provided such 30 day period shall be extended for so long as any other condition to the Buyer's obligations shall not have been satisfied or waived) and (y) the Outside Date or (b) unless such breach has, or would reasonably be expected to have, individually or in the aggregate with all other breaches, a Material Adverse Effect. • <u>Consents and Approvals.</u> Each specified Consent shall have been obtained and all conditions relating to such Consents shall have been satisfied (and Astaris shall have furnished to the Buyer reasonable evidence thereof) and such Consents shall not have expired or been withdrawn as of the Closing. • <u>Bankruptcy Approvals.</u> The Bankruptcy Court shall have entered the Approval Order, and the Approval Order shall have become a Final Order. • <u>Injunctions.</u> On the Closing Date there shall not be in effect any applicable Law or any applicable judgment, order, writ, injunction, decree, stipulation, agreement, determination or award entered or issued by or with any Governmental Authority which restrains, prohibits or declares illegal the consummation of the transactions contemplated by the Asset Purchase Agreement or that would limit or adversely affect, except to the extent provided in the Asset Purchase Agreement, the Buyer's ownership of all or any material portion of the Acquired Assets and no Governmental Authority of competent jurisdiction shall have instituted a Proceeding seeking to impose any such restraint or prohibition, in each case which has not

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	<p>been withdrawn or terminated.</p> <ul style="list-style-type: none"> • <u>Documents and Agreements.</u> Astaris and each Owner shall have delivered all of the certificates, instruments, contracts and other documents specified to be delivered by it, including the Sauget Toll Agreement. • <u>Opinion of Astaris' and Owners' Counsels.</u> The Buyer shall have received from counsels to Astaris and each Owner an opinion dated the Closing Date. • <u>Absence of a Material Adverse Effect.</u> No Material Adverse Effect shall have occurred, nor shall any event or circumstance have occurred which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. <p>The Asset Purchase Agreement also includes other customary conditions for a transaction of this type, including compliance with covenants and receipt of encumbrance releases and permits.</p>
<i>Interim Covenants:</i>	<p>Customary for transactions of this type, including the obligation to operate the business in the ordinary course and provide access to books and records.</p>
<i>Representations and Warranties of Astaris and the Owners:</i>	<p>Customary for transactions of this type, including authority, consents, approvals, compliance with laws, litigation, condition of the Acquired Assets, insurance, intellectual property and permits.⁴</p> <p>The representations and warranties of the parties will survive the Closing and will remain in full force and effect until the second anniversary of the Closing Date; <u>provided</u> that the representations and warranties: (a) regarding Tax Matters will remain in full force and effect until the first anniversary of the Closing Date, (b) regarding Employee Benefits matters will remain in full force and effect until the fifth anniversary of the Closing Date and (c) regarding certain other customary representations and warranties which will remain in full force and effect until the tenth anniversary of the Closing Date.</p> <p>For the breach of a representation, warranty or covenant, the Buyer will look to the specific Owner for which Losses originate, based on the origin (either from FMC or Solutia) of the asset to which a claim relates or the identity of the party breaching the Asset Purchase Agreement. That Owner will be 100% liable for the Loss and the other Owner will not be liable. Where the allocation rules do not apply (i.e., the general</p>

⁴ Astaris' and Solutia's representations and warranties with respect to authority, consents, approvals, compliance with laws and litigation are made expressly contingent on Bankruptcy Court approval of the Sale.

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	activities of Astaris are not related to either Owner specifically) and where neither Owner has admitted responsibility under the allocation rules, the default will be that each Owner will be 50% liable for the loss. See “ <i>Distinct Owners</i> ” for a discussion of these allocation rules.
<i>Astaris Brasil:</i>	At the Closing, Solutia will transfer its Equity Interests (the equivalent of two shares, which represents a nominal interest) in Astaris Brasil to one of the Subsidiaries or an Affiliate of the Buyer, as designated by the Buyer.
<i>Inability to Reject the Asset Purchase Agreement and Payment of Amounts Due:</i>	<p>Nothing contained in any chapter 11 plan of Solutia or any of its subsidiaries shall conflict with, or derogate from, the terms of the Asset Purchase Agreement, any of the documents to be delivered by Solutia pursuant to or in connection with the Asset Purchase Agreement, the Initial Relief Order that approved the Initial Relief Motion, or the Approval Order.</p> <p>All of Solutia’s obligations under (a) the Asset Purchase Agreement with respect to the matters covered by the Initial Relief Order and (b) upon the entry and effectiveness of the Approval Order, (i) the Asset Purchase Agreement with respect to all of Solutia’s other obligations under the Asset Purchase Agreement (including its indemnification obligations set forth in Article IX thereof, including the grant of the administrative expense claim thereunder), (ii) any of the documents to be delivered by Solutia pursuant to or in connection with the Asset Purchase Agreement and (c) the Approval Order shall be (A) binding upon any successor-in-interest to Solutia (be it under a confirmed chapter 11 plan or a purchase agreement, any trustee appointed under either chapter 7 or chapter 11 of the Bankruptcy Code, or otherwise) and (B) deemed and treated as post-petition contracts that are not capable of or subject to rejection or other repudiation by Solutia or any of its successors-in-interest pursuant to section 365 of the Bankruptcy Code or otherwise.</p> <p>Any amounts due to the Buyer from Solutia in connection with the Asset Purchase Agreement or any document delivered in connection with the Asset Purchase Agreement (a) shall during the pendency of Solutia’s chapter 11 bankruptcy proceeding, to the extent due and payable, be treated as allowed administrative expense claims against Solutia, paid in accordance with the terms of the Asset Purchase Agreement or such document, and (b) shall not be subject to discharge pursuant to section 1141 of the Bankruptcy Code or otherwise, and shall be binding in all respects upon, any successor-in-interest to Solutia (be it under a confirmed chapter 11 plan or a purchase agreement, any trustee appointed under either chapter 7 or chapter 11 of the Bankruptcy Code, or otherwise).</p>

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	<p>Notwithstanding anything in the Asset Purchase Agreement to the contrary, the obligation to pay the Expense Reimbursement and Termination Fee pursuant to the terms and conditions of Section 8.2(b) of the Asset Purchase Agreement (which were the subject of the Initial Relief Motion) shall not be subject to the entry and effectiveness of the Approval Order.</p>
<p><i>Negotiations:</i></p>	<p>From and after the date of the Asset Purchase Agreement and until the earlier of the termination of the Asset Purchase Agreement and the Effective Time, neither the Owners, nor Astaris nor any of their respective subsidiaries shall authorize or permit any officer, director, employee, investment banker, financial advisor, attorney, accountant or other agent or representative (each, a “Representative”) retained by or acting for or on behalf of such Owner, Astaris or any of their respective Covered Affiliates to, directly or indirectly, initiate, solicit, knowingly encourage, participate in any negotiations regarding, furnish any confidential information in connection with, endorse, enter into or otherwise cooperate with, assist, participate in or knowingly facilitate the making of any proposal or offer for, or which may reasonably be expected to lead to, an Acquisition Transaction, by any Person or group (a “Potential Acquiror”), whether pursuant to an auction or otherwise (any of the foregoing actions, “Negotiation Actions”). Astaris and the Owners shall diligently oppose the entry of any Bankruptcy Negotiation Order. The Owners and Astaris shall promptly inform the Buyer, orally and in writing, of the material terms and conditions of any proposal or offer for an Acquisition Transaction that it receives. Astaris, FMC, Solutia and their respective Covered Affiliates will immediately cease and cause to be terminated any existing activities, discussions or negotiations with any parties conducted on or prior to the date of the Asset Purchase Agreement with respect to any Acquisition Transaction. FMC and Solutia further agree to take no action under the JV Agreement, whether by vote of membership interests, transfer of assets or Equity Interests, or otherwise, in order to facilitate or effect any Acquisition Transaction by a Potential Acquiror. As used in the Asset Purchase Agreement, “Acquisition Transaction” means any merger, consolidation or other business combination with respect to Astaris, or any acquisition in any manner of all or a substantial portion of the equity of, or all or a substantial portion of the assets of, Astaris, whether for cash, securities or any other consideration or combination thereof, other than pursuant to the transactions contemplated by the Asset Purchase Agreement. See “Termination By Buyer” for a description of the effect of the entry of an order requiring Solutia or any of its Representatives to solicit interest in, participate in negotiations regarding, furnish information in connection with or enter into (or otherwise facilitate the making of an offer for) an alternative acquisition</p>

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	transaction regarding Astaris (a “Bankruptcy Negotiation Order”).
<i>Termination:</i>	<p>The Asset Purchase Agreement may be terminated and the transactions contemplated thereby abandoned at any time prior to the Closing:</p> <p><u>By Buyer, Astaris and the Owners:</u></p> <ul style="list-style-type: none"> • By mutual written consent; • If the Closing has not occurred on or before the 120th day after the earlier of (a) the date of this Motion and (b) the fifth Business Day following the date of the Asset Purchase Agreement (the “Outside Date”), unless the failure of such occurrence is due to the failure of the party or parties wishing to terminate to comply in all material respects with its or their respective representations, warranties, agreements and covenants contained in the Asset Purchase Agreement; <u>provided however</u> that if the Antitrust Division or the FTC makes a second request for information pursuant to Section 7(A)(e) of the HSR Act, then such date shall automatically be extended until the 270th day after the (a) the date of this Motion and (b) the fifth Business Day following the date of the Asset Purchase Agreement (which shall then become the Outside Date) or • If any court or Governmental Authority of competent jurisdiction shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the Closing hereunder and such order, decree or ruling or other action shall have become final and nonappealable. <p><u>By Buyer:</u></p> <ul style="list-style-type: none"> • If the Approval Order has not been entered within 67 days of the date of the Asset Purchase Agreement and has not become a Final Order within 10 calendar days thereafter; or • At any time if (a) the representations and warranties of Astaris or the Owners in the Asset Purchase Agreement that are qualified as to materiality were not true and correct or the representations and warranties of Astaris and the Owners that are not so qualified were not true and correct in all material respects when made or at any time thereafter and such failure to be true and correct has, or would reasonably be expected to have, individually or in the aggregate with all other such failures, a Material Adverse Effect or (b) Astaris or the Owners are in breach in any material respect of their respective covenants or agreements (clauses (a) and (b) collectively, a “Seller Breach”) and such Seller Breach continues uncured, if

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	<p>capable of cure, for thirty (30) calendar days after written notice thereof by the Buyer; <u>provided</u> that such thirty (30) day period shall be extended (but not past the Outside Date), if such breach is capable of cure, for so long as any condition to the Buyer’s obligations to effect the Closing shall not have been satisfied or waived.</p> <p><u>By the Seller or Owners:</u></p> <ul style="list-style-type: none"> • At any time if (a) the representations and warranties of the Buyer in the Asset Purchase Agreement that are qualified as to materiality were not true and correct or the representations and warranties of the Buyer that are not so qualified were not true and correct in all material respects when made or at any time thereafter and such failure to be true and correct has, or would reasonably be expected to have, individually or in the aggregate with all other such failures, a material adverse effect on the ability of the Buyer to consummate the transactions contemplated by the Asset Purchase Agreement without material delay or (b) the Buyer is in breach in any material respect of any of its covenants or agreements (clauses (a) and (b) collectively, a “Buyer Breach”) and such breach continues uncured for thirty (30) calendar days after written notice thereof by Astaris; <u>provided</u> that such thirty day period shall be extended (but not past the Outside Date), if such breach is capable of cure, for so long as any condition to Astaris’ and the Owner’s obligations to effect the Closing shall not have been satisfied or waived. <p><u>Automatically:</u></p> <ul style="list-style-type: none"> • Automatically, and with no further actions on the part of any of the parties to the Asset Purchase Agreement, if the Bankruptcy Court enters a Bankruptcy Negotiation Order.
<i>Effects of Termination:</i>	<p>If the Asset Purchase Agreement is terminated (a) by the Buyer because the Approval Order has not been entered in accordance with the terms of the Asset Purchase Agreement, (b) by the Seller and the Owners due to (x) the occurrence of the Outside Date because any of the conditions precedent to the obligations of the Seller and Owners to effect the Closing relating to consents and approvals (other than for failure to obtain any approval under any Competition/Investment Law), Bankruptcy Court approvals or injunctions (other than as a result of any Competition/Investment Law, any Governmental Order issued under any Competition/Investment law or any violation of Law or a Governmental Order if resulting primarily from the conduct of ICL or any of its Covered Affiliates) have not been satisfied or waived or (y) the entry of an order by a Governmental Authority enjoining or</p>

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	<p>prohibiting the transactions contemplated by the Asset Purchase Agreement (other than as a result of any Governmental Order issued under any Competition/Investment Law) or (c) automatically if the Bankruptcy Court enters a Bankruptcy Negotiation Order, then, in the case of each of clauses (a), (b) and (c), Astaris shall immediately reimburse the Buyer in cash for all of the Buyer’s Transaction Expenses, not to exceed two million dollars (\$2,000,000) (the “Expense Reimbursement”).</p> <p>If the Bankruptcy Court enters a Bankruptcy Negotiation Order thereby giving rise to the automatic termination of the Asset Purchase Agreement and within nine (9) months after the date of the entry of the Bankruptcy Negotiation Order Astaris or the Owners consummate an Acquisition Transaction with another Person or group with a purchase price with a value equal to or greater than \$265,000,000, or enter into an agreement for an Acquisition Transaction with another Person or group and at any time after such 9-month period consummate an Acquisition Transaction with such Person or group with a purchase price with a value equal to or greater than \$265,000,000, the Buyer shall be paid immediately by Astaris at the closing of such Acquisition Transaction an amount equal to \$7,500,000 minus the aggregate amount of any Expense Reimbursement paid to the Buyer (the “<u>Termination Fee</u>”), payable in cash from the proceeds of such Acquisition Transaction; <u>provided, however,</u> that the Buyer shall not be entitled to a Termination Fee if the Bankruptcy Court enters a Bankruptcy Negotiation Order that requires Solutia to conduct an auction for an Acquisition Transaction and the Buyer elects not to participate in such auction. The Owners and Astaris shall cause the agreement governing the Acquisition Transaction to provide that the Termination Fee shall be paid out of the proceeds of such Acquisition Transaction to the Buyer at the closing of the Acquisition Transaction.</p>

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<i>Indemnification by the Owners:</i>	<p>From and after the Closing, the Owners severally, and not jointly, will indemnify, defend and hold the Buyer and its Affiliates and their respective officers, directors, partners, equity holders, stockholders, employees, agents and representatives (the “Buyer Indemnified Parties”) harmless from all Losses, in the case of Solutia, arising from: (a) the breach of any representation or warranty of Solutia or Astaris contained in the Asset Purchase Agreement; (b) any breach of any covenant or agreement of Solutia or Astaris contained in the Asset Purchase Agreement; (c) any Retained Solutia Liability, Retained Astaris Liability, Excluded Solutia Asset or Excluded Astaris Asset and (d) the enforcement by a Buyer Indemnified Person of its indemnification rights under the Asset Purchase Agreement against Solutia. In addition, the Owners will pay the Buyer for certain environmental costs passed through to the Buyer under the Monsanto Supply Agreement to the extent they arose from events prior to the Closing and exceed \$12,000,000. In each case with respect to indemnification arising out of a breach by Astaris, a Retained Astaris Liability or an Excluded Astaris Asset, Solutia will be responsible only for 50% of the Loss.</p>
<i>Limitations on the Owners’ Indemnification Obligations:</i>	<p>None of the Buyer Indemnified Parties shall be entitled to recover from either Owner for any claim for indemnity arising from the breach of a representation or warranty in the Asset Purchase Agreement unless and until, and then only to the extent that, the total of all such claims against such Owner in respect of such Losses exceeds \$1,500,000 (the “Basket”), which is subject to certain exceptions.</p> <p>Only individual claims or groups of related claims for Losses in excess of \$200,000, irrespective of any sharing or allocation of Losses between the Owners (the “Minimum Claim Amount”), shall be considered in determining whether the Basket has been exceeded.</p> <p>Once the Basket has been exceeded, the Buyer Indemnified Persons shall not be entitled to recover from either Owner more than \$25,000,000 (the “Cap”) for claims arising from the breach of a</p>

⁵ The following summary of the Indemnification Provisions in the Asset Purchase Agreement is provided for the convenience of the Court and parties in interest. To the extent that there are any discrepancies between this summary and the Asset Purchase Agreement, the terms and language of the Asset Purchase Agreement shall govern. Unless defined herein, capitalized terms used, but not defined in this summary of the Asset Purchase Agreement, shall have the meanings ascribed to them in the Asset Purchase Agreement.

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	<p>representation or warranty in the Asset Purchase Agreement, subject to certain exceptions.</p> <p>Neither the Basket nor the Cap will apply with respect to the Purchase Price or the Purchase Price adjustments related to the Net Working Capital or capital expenditures of Astaris or any Losses arising as a result of: (a) any breach of a covenant or agreement contained in the Asset Purchase Agreement; (b) any Retained Solutia Liability, Retained Astaris Liability, Excluded Solutia Asset or Excluded Astaris Asset; (c) the enforcement by a Buyer Indemnified Person of its indemnification rights under the Asset Purchase Agreement; (d) breach of any representations and warranties relating to the formation, organization and existence, of Astaris and the Subsidiaries, the authorization of Astaris and the Subsidiaries to consummate the transactions contemplated by the Asset Purchase Agreement, the absence of certain conflicts, Astaris' and the Subsidiaries' good and marketable title to the Acquired Assets free of liens, tax matters, no brokers' or other fees, the organization and authorization of the Owners to consummate the transactions contemplated by the Asset Purchase Agreement or (e) in respect of fraud or intentional and wrongful breach of a representation or warranty.</p> <p>Indemnification for Retained Environmental Liabilities is subject to certain limitations including the following:</p> <p>Contributing Owners will control indemnified cleanups (with limited exceptions) subject to certain Buyer participation rights (including rights to observe cleanups, comment upon submittals to Governmental Authorities and attend meetings with Governmental Authorities).</p> <p>Owners will have no obligation to indemnify with respect to Losses to the extent such Losses arise from: (a) Buyer's failure to mitigate damages; (b) changes in the use of Real Property to non-industrial land use; (c) certain voluntary investigations or reports to government; (d) certain ordinary course construction activities; (e) certain cleanup beyond minimum industrial land use standard and (f) certain breaches of Buyer's environmental covenants.</p> <p>Prior to the fifth anniversary of the Closing, for Losses arising from Releases or threatened Releases of Hazardous Materials with respect to the Real Property, the Release or threat of Release will be rebuttably presumed to have first occurred or been in existence pre-Closing. After the fifth anniversary of the Closing but prior to the tenth anniversary of the Closing, for Losses arising from Releases or threatened Releases of Hazardous Materials with respect to the Real Property, the Release or threat of Release will be rebuttably presumed to have first occurred or been in existence post-Closing. There will be no presumption for the period after the tenth anniversary of the Closing.</p>

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	Buyer will be required to consult with the Contributing Owner concerning future construction projects and accept reasonable land use restrictions in connection with cleanups.
<i>Unknown Environmental Liabilities:</i>	<p>None of the Buyer Indemnified Persons shall be entitled to recover from either Owner for any claim for indemnity in respect of Losses otherwise subject to indemnity for Retained Environmental Liabilities which constitute Unknown Environmental Liabilities (other than as to Excluded Assets): (a) in excess of 75% of such Losses if written notice providing material details in reasonable specificity supporting such claim for indemnity in respect of such Losses has not been provided to the applicable Owner prior to the fifth anniversary of the Closing; (b) in excess of 50% of such Losses if written notice providing material details in reasonable specificity supporting such claim for indemnity in respect of such Losses has not been provided to the applicable Owner prior to the seventh anniversary of the Closing or (c) in excess of 25% of such Losses if written notice providing material details in reasonable specificity supporting such claim for indemnity in respect of such Losses has not been provided to the applicable Owner prior to the tenth anniversary of the Closing.</p> <p>Neither Owner shall have any obligation under the Asset Purchase Agreement for Retained Environmental Liabilities which constitute Unknown Environmental Liabilities (other than as to Excluded Assets), to the extent that otherwise indemnified Losses are incurred by any Buyer Indemnified Person and written notice providing material details in reasonable specificity supporting such claim for indemnity in respect of such Losses has not been provided to the applicable Owner prior to the fifteenth anniversary of the Closing.</p>
<i>Distinct Owners:</i>	<p>The obligations to indemnify the Buyer and its affiliates have been allocated between the Owners based on the action or condition giving rise to a Loss as follows:</p> <p>If the Loss for which the Owners are required to indemnify the Buyer relates to a covenant, obligation, agreement, representation or warranty of an Owner (including obligations to indemnify, but not including any obligation or agreement of the Owners to cause the Seller to take any action), such Owner shall be 100% responsible for the Loss and the other Owner shall not have liability, directly or indirectly, to any Buyer Indemnified Person for the Loss.</p> <p>If the Loss for which the Owners are required to indemnify the Buyer relates to a representation or warranty of the Seller (or any covenant of the Owners to agree to cause the Seller to take any action) and specifically relates to the assets, properties or rights contributed by an Owner to the Seller, such Owner shall be 100% responsible for the Loss</p>

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	<p>and the other Owner shall not have liability, directly or indirectly, to any Buyer Indemnified Person for the Loss.</p> <p>If the Loss for which the Owners are required to indemnify the Buyer relates to a representation or warranty of the Seller and is not specifically related to a facility contributed by an Owner to the Seller, each Owner shall have liability to any Buyer Indemnified Person for 50% of the Loss.</p> <p>If either Owner contests an indemnification claim by a Buyer Indemnified Person based on an argument that responsibility for such claim rests in whole or part with the other Owner and such other Owner does not accept responsibility for such claim sufficient to permit full recovery by such Buyer Indemnified Person for the Loss for which the Owners are required to indemnify the Buyer, then each Owner shall be responsible for 50% of such Loss in the absence of a final, nonappealable court order establishing another allocation of liability between the Owners.</p>
<i>Indemnification by Buyer:</i>	<p>From and after the Closing, the Buyer will indemnify, defend and hold Astaris, the Owners and their respective Affiliates and their respective officers, directors, partners, equity holders, stockholders, employees, agents and representatives (the “Owner Indemnified Persons”) harmless from and in respect of all Losses arising from: (a) the breach of any representation or warranty of the Buyer contained in the Asset Purchase Agreement; (b) any breach of any covenant or agreement of the Buyer contained in the Asset Purchase Agreement; (c) any Assumed Liability; (d) the enforcement by an Owner Indemnified Person of its indemnification rights under the Asset Purchase Agreement against the Buyer and (e) (i) any Unknown Environmental Liabilities that would have been subject to indemnification by the Owners, but for the “sunsetting” provisions relating to Unknown Environmental Liabilities described above and (ii) any Buyer Environmental Liabilities.</p>
<i>Limitations on the Buyer’s Indemnification Obligations:</i>	<p>None of the Owner Indemnified Persons shall be entitled to recover from the Buyer any claim for indemnity arising from the breach of a representation or warranty in the Asset Purchase Agreement unless and until, and then only to the extent that, the total of all such claims in respect of such Losses exceeds \$3,000,000 (the “Buyer Basket”), which is subject to certain exceptions.</p> <p>In calculating whether the Buyer Basket has been exceeded, only individual claims or groups of related claims for Losses in excess of the Minimum Claim Amount (i.e., \$200,000) shall be eligible for recovery under the Indemnification Provisions.</p> <p>Once the Buyer Basket has been exceeded, the Owner Indemnified Persons shall not be entitled to recover from the Buyer, nor shall the</p>

<u>PROVISION</u>	<u>DESCRIPTION</u>
	<p>Buyer be responsible to pay more than \$50,000,000 (the “Buyer Cap”) for claims arising from the breach of a representation or warranty in the Asset Purchase Agreement, subject to certain exceptions.</p> <p>Neither the Buyer Basket, nor the Buyer Cap will apply with respect to any Losses arising as a result of: (a) any breach of a covenant contained in the Asset Purchase Agreement; (b) any Assumed Liability; (c) the enforcement by an Owner Indemnified Person of its indemnification rights under the Asset Purchase Agreement; (d) Unknown Environmental Liabilities (to the extent indemnified by Buyer as described above) and Buyer Environmental Liabilities; (e) representations and warranties relating to the Buyer’s formation, organization and existence, the Buyer’s authorization to consummate the transactions contemplated by the Asset Purchase Agreement and no brokers’ or other fees and (f) in respect of fraud or intentional and wrongful breach of a representation or warranty.</p>
<i>Exclusive Remedy:</i>	<p>Except as otherwise provided in the Asset Purchase Agreement, subject to the limitations set forth therein, the Indemnification Provisions shall be the exclusive post-Closing remedy available to any Indemnified Party in connection with any Losses arising out of the matters set forth in the Asset Purchase Agreement or the transactions contemplated thereunder; <u>provided, however</u>, that nothing in the Asset Purchase Agreement will limit in any way any such party’s (a) remedies in respect of fraud or intentional and wrongful breach of a representation, warranty or covenant or (b) rights under the Asset Purchase Agreement to injunctive or other equitable relief to enforce its rights under the Asset Purchase Agreement or in connection with the transactions contemplated thereby.</p>