

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

IN RE:

Case No. 10-51823 KMS

DK AGGREGATES LLC

DEBTOR

**ORDER PURSUANT TO SECTIONS 105, 363(b), (f), AND (m), AND
BANKRUPTCY RULES 2002, 6004 AND 6006 AUTHORIZING
(A) THE SALE OF THE DEBTOR'S ASSETS FREE
AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES
AND (B) GRANTING RELATED RELIEF**

On March 12, 2012 came on for consideration the Motion for Authority to Sell Property Free and Clear of Interests, Liens, Mortgages, Privileges and Encumbrances Pursuant to Bankruptcy Code Section 363, and for Alternative Relief, Pursuant to Section 105 filed on December 7, 2011 [Docket No. 240] (the "*Motion*") by DK Aggregates LLC, as Debtor and Debtor-in-Possession (the "*Debtor*"), seeking entry of an order pursuant to Sections 105 and 363 of Title 11 of the United States Code (11 U.S.C. §§101 *et seq.*, the "*Bankruptcy Code*") and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*") (a) approving that certain Asset Purchase Agreement, by and among the Debtor and Fuzion Equities, LLC (collectively with its successors or assigns, the "*Buyer*"), dated as of December 7, 2011 (as may be amended from time to time by any duly authorized amendment or modification, the "*Asset Purchase Agreement or APA*"¹); (b) authorizing the sale of the Purchased Assets², free and clear of all Liens, Claims³, and Interests⁴; and (c) granting other related relief

¹ A copy of the Asset Purchase Agreement is attached at Exhibit A.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

³ "Claim" is used herein as it is defined in 11 U.S.C. §101(5).

and upon the Response of Hancock Bank (DK#244); the Response of the Internal Revenue Service (DK#256); the Response of Holliday Construction LLC (DK#261); and the Response of Mass P. Blackwell, Blackwell Aggregates, Inc. and Three Deuces, Inc. (DK#262) It appearing to the Court that the relief requested in the Motion is in the best interest of the Debtor's estate, its creditors, and other parties in interest; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157 and 1334; and it appearing that the Motion is a core proceeding pursuant to 28 U.S.C. § 157; and it appearing that the Motion and opportunity for objection having been given; and this Court having heard and considered the statements of counsel and the evidence presented in support of the Motion; and it appearing that the legal and factual bases set forth in both the Motion and during the hearing establish just cause for the relief granted herein; and after due deliberation and the existence of sufficient cause:

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction to hear and determine the Motion and the transactions contemplated by the Asset Purchase Agreement pursuant to 28 U.S.C. §§157 and 1334 and 11 U.S.C. §§105 and 363. This matter is a core proceeding pursuant to 28

⁴ "Interests" is used herein as it appears in 11 U.S.C. §363(f).

U.S.C. §157(b)(2)(A),(M),(N) and (O). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The statutory predicates for the relief sought in the Motion are Sections 105(a) and 363(b), (f), and (m) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006.

E. Notice of the Motion, the Scheduling Order [Docket No. 252] (the “Scheduling Order”), the sale hearing, and a reasonable opportunity to object and be heard with respect to (i) the Motion and the relief requested therein, and (ii) the opportunity to submit overbids provided in the Scheduling Order, has been afforded to all creditors and parties in interests. Such notice was good and sufficient, and reasonably calculated to reach and apprise all holders of Liens, Claims, and Interests about the Motion, the sale procedure, and the transactions contemplated by the Asset Purchase Agreement.

F. As demonstrated by (i) the testimony and other evidence proffered or adduced during the hearing, and (ii) the representations of counsel made on the record during the hearing, the Debtor has conducted the sale process in compliance with the Scheduling Order, a reasonable opportunity has been given to any interested party to make a higher and better offer for the Purchased Assets, and the sale hearing was duly noticed.

G. The Debtor (i) has full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the sale of and, as applicable, the assumption and assignment of, the Purchased Assets by the Debtor has

been duly and validly authorized by all necessary corporate action, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement, (iii) has taken all corporate action necessary to authorize and approve the Asset Purchase Agreement and the consummation by the Debtor of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtor to consummate such transactions.

H. Approval of the Asset Purchase Agreement and consummation of the transactions contemplated thereby (the “*Sale*”) at this time is in the best interests of the Debtor, its creditors, its estate, and other parties in interest⁵

I. The Debtor has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale Fn. 5 *infra*.

J. The Asset Purchase Agreement was negotiated, proposed and entered into by the Debtor and the Buyer without collusion, in good faith, and from arm’s-length bargaining positions. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Asset Purchase Agreement to be invalidated or avoided under 11 U.S.C. §363(n).

K. The Buyer is a good faith purchaser under Section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

⁵ Particularly as a result of the Outline of Terms for the Joint Mutual Release and Mutual Settlement Agreement admitted into evidence as Exhibit 4 during the hearing hereon.

L. The Buyer is not an “insider” of the Debtor, as that term is defined in Section 101 of the Bankruptcy Code.

M. The Buyer is not a successor to the Debtor under any doctrine of successor liability.

N. The consideration provided by the Buyer pursuant to the Asset Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Purchased Assets, (iii) will provide a greater recovery to the Debtor’s estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state (including without limitation the State of Mississippi), territory, possession, or the District of Columbia.

O. The Sale must be approved and consummated promptly in order to preserve the viability of the business to which the Purchased Assets relate as a going concern.

P. The transfer of the Purchased Assets to the Buyer will be a legal, valid, and effective transfer of the Purchased Assets and will vest the Buyer with all right, title, and interest to the Purchased Assets free and clear of all Liens, Claims, and Interests in such Purchased Assets arising from circumstances and conditions first existing on or prior to the consummation of the Sale (the “*Closing*”), whether such Liens, Claims, and Interests are known or unknown, contingent or otherwise, whether arising prior to or subsequent to the Closing, and whether imposed by agreement, understanding, law,

equity or otherwise, including, but not limited to, Claims, Liens, and/or Interests otherwise arising under doctrines of successor liability.

Q. Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets to the Buyer shall be free and clear of all Liens, Claims, and Interests in such Purchased Assets.

R. The Buyer would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtor, its estate, its creditors, and other parties in interest, if the Court did not enter an order determining that the sale of the Purchased Assets to the Buyer and the assignment of the Purchased Assets to the Buyer were not, except as otherwise provided for in the Asset Purchase Agreement, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever.

S. The Debtor may sell and assume and assign, as applicable, the Purchased Assets free and clear of Liens, Claims, and Interests in accordance with Section 363(f) of the Bankruptcy Code because, in each case, one or more of the standards set forth in Section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those (i) holders of Liens, Claims, and Interests and (ii) non-Debtor parties who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Those (a) holders of Liens, Claims, and Interests and (b) non-Debtor parties who did object fall within one or more of the other subsections of Section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims, and Interests, if any, attach to the cash proceeds

of the Sale ultimately attributable to the property against or in which they claim an Interest.

T. The Debtor has demonstrated that it is an exercise of its sound business judgment to enter into the Asset Purchase Agreement and to sell the Purchased Assets to the Buyer pursuant to the terms of the Asset Purchase Agreement and that such Sale of the Purchased Assets is in the best interests of the Debtor, its estate, its creditors, and other parties in interest.

U. As amended at the hearing in open Court, the purchase price payable to the Debtor pursuant to the APA is increased to \$12,700,000.00.

V. The Debtor's request for a carve-out for administrative expense claims from the sale proceeds in the amount of \$600,000.00 is reasonable under the circumstances.

W. The Debtor and Buyer have acknowledged and represented to this Court that in order for the creditor, Three Deuces, Inc., to procure and deliver a Cancellation and Release of the second lien evidenced by the Deed of Trust in favor of Kappa Development and General Contracting, Inc., dated July 11, 2006 and recorded in the records of Deeds of Trust as Instrument No. 2006-31744 in the office of the Chancery Clerk of Hancock County, MS., to allow the Purchased Assets to be sold, transferred and conveyed free, and clear of all Liens, Claims or Interests, the Debtor, Dirtworks, Inc. and Murray Moran (collectively referred to herein as the "Moran Entities") and the creditors, Three Deuces, Inc., Blackwell Aggregates, Inc. and Mass P. "Tinker" Blackwell, Jr. (collectively referred to herein as the "Blackwell Entities"), the Buyer and the Rowan

Group, LLC, must enter into a Joint Mutual Release and Settlement Agreement related to any and all claims, demands, liabilities, charges, and damages, of whatever type or nature, known or unknown, arising out of, related to or associated with those certain claims, counter-claims, third-party claims and third-party counter claims set forth or which could have been set forth in that certain Adversary Proceeding styled within this bankruptcy proceeding DK Aggregates, LLC as Plaintiff/Counter-Defendant vs. Mass P. Blackwell, Jr., Blackwell Aggregates, Inc., and Three Deuces, Inc., as Defendants/Counter-Plaintiffs and Third Party Plaintiffs vs. Murray Moran, and Dirtworks, Inc., as Third Party Defendants and Third Party Counter-Plaintiffs, Adversary Proceeding No. 10-05051-KMS.

NOW THEREFORE, THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

General Provisions

1. The Motion is granted, as further described herein.
2. Except as provided herein, the Objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such Objections, are overruled on the merits.

Approval of the Purchase Agreement

3. The Asset Purchase Agreement and all of the terms and conditions thereof, are hereby approved as if fully set forth and incorporated herein; provided, however, that the terms and conditions of this Order shall control in the event of any conflict with or ambiguity regarding the terms and conditions of the Purchase Agreement. The APA is

amended to provide that the purchase price payable to the Debtor is increased to \$12,700,000.00.

4. Pursuant to 11 U.S.C. § 363(b), the Debtor is authorized and directed to perform its obligations under, and comply with the terms of, the Asset Purchase Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement.

5. The Debtor is hereby authorized, directed, and empowered to execute, deliver, perform, consummate, and implement the Asset Purchase Agreement, together with all additional instruments and documents that the Debtor or the Buyer deem necessary or appropriate to implement the Asset Purchase Agreement and effectuate the Sale. The Debtor is further authorized, directed, and empowered to take all other and further actions as may be reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying, conferring, and reducing to possession the Purchased Assets to the Buyer along with any and all other actions as may be necessary or appropriate to implement the obligations and actions contemplated by the Asset Purchase Agreement including, but not limited to, the execution of the Joint Mutual Release and Settlement Agreement identified herein relative to Adversary Proceeding No. 10-05051-KMS.

6. This Order and the Asset Purchase Agreement shall be binding in all respects upon (i) all creditors, claimants, and holders of equity interests in the Debtor and its successors and assigns (whether known or unknown), (ii) any holders of Liens, Claims, and Interests, (iii) all non-Debtor parties to the Purchased Assets, (iv) all successors and assigns of the Buyer, the Debtor, the Purchased Assets, and (v) any

trustees appointed in the Debtor's Chapter 11 case and upon a conversion to Chapter 7 under the Bankruptcy Code and shall not be subject to rejection. Nothing contained in any Chapter 11 plan confirmed in the Debtor's Chapter 11 case or the confirmation order confirming any such Chapter 11 plan shall conflict with or derogate from the provisions of the Asset Purchase Agreement and this Order.

Transfer of Purchased Assets

7. Pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Assets shall be transferred to the Buyer, and upon the Closing shall be, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever and all such Liens, Claims, and Interests of any kind or nature whatsoever shall attach to the net proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they have as against or in the Purchased Assets, subject to any Claims and defenses the Debtor and/or its estate may possess with respect thereto.

8. Except as expressly permitted or otherwise specifically provided by the Asset Purchase Agreement or this Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, tort claimants, litigants, trade and other creditors, holding Liens, Claims, and Interests of any kind or nature whatsoever against or in the Debtor, the Excluded Assets or the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtor, the Excluded Assets, the Purchased Assets, the ownership, control or operation of the Purchased Assets prior to the Closing are forever barred, estopped, and permanently

enjoined from asserting against the Buyer, its successors or assigns, its property, or the Purchased Assets, such persons' or entities' Liens, Claims, and Interests.

9. Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets to the Buyer shall be free and clear of all Liens, Claims, and Interests in such Purchased Assets.

10. The transfer of the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement, as amended, constitutes a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Buyer with all right, title, and interest of the Debtor in and to the Purchased Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever.

11. If any person or entity that has filed financing statements, mortgages, mechanic's liens, maritime liens, lis pendens, or other documents or agreements evidencing Liens, Claims, and/or Interests in the Purchased Assets has not delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens, Claims, and Interests which the person or entity has with respect to the Purchased Assets, then (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which shall constitute conclusive evidence of the release of all Liens, Claims, and Interests in the Purchased Assets of any kind or nature whatsoever.

12. On the Closing of the Sale, each of the Debtor's creditors and any other holders of Liens, Claims, and/or Interests are directed to execute such documents and take all other actions as may be necessary to release such creditors' or holders' Liens, Claims, and Interests in the Purchased Assets, if any, as such may have been recorded or may otherwise exist.

13. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rule 7070 and Fed. R. Civ. Pro. 70, this Order shall and does, as of the date of the Closing and the payment of the purchase price described in the Asset Purchase Agreement, as amended divest the Debtor and its estate of all right, title and interest in the Purchased Assets.

Additional Provisions

14. The Debtor shall be authorized and is directed to pay at the Closing any necessary closing costs and other prorations and costs in accordance with the terms of the Asset Purchase Agreement;

15. The consideration provided by the Buyer for the Purchased Assets under the Asset Purchase Agreement, as amended, is deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state (including, without limitation, the State of Mississippi) territory, possession, or the District of Columbia.

16. The consideration provided by the Buyer for the Purchased Assets under the Purchase Agreement is fair and reasonable and the Sale may not be avoided under Section 363(n) of the Bankruptcy Code.

17. This Order (a) shall be effective as a determination that, all Liens, Claims, and Interests of any kind or nature whatsoever existing as to the Purchased Assets prior to

the Closing, with the exception of the lien in favor of Kappa Development and General Contracting, Inc., set forth in Paragraph W of this Order, have been unconditionally released, discharged and terminated (and all such Liens, Claims, and Interests will attach to the proceeds of the Sale as set forth in Paragraph 7 of this Order), and that the transfer and assignment of the Purchased Assets to Buyer have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities that may be required by operation of law, the duties of its office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

18. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents, instruments, and permits necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

19. All entities that are in possession of some or all of the Purchased Assets on the date of the Closing are hereby directed to surrender possession of the Purchased Assets to the Buyer at Closing.

20. The Buyer shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the Purchased Assets, and shall have no obligations arising out of or related to the Excluded Assets, any Excluded Contract, or

Excluded Liabilities or for any other liability or other obligation of the Debtor. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the Asset Purchase Agreement, the Buyer shall not be liable for any Liens, Claims, and Interests in or against the Debtor or any of its predecessors or affiliates, and the Buyer shall have no successor or vicarious liabilities of any kind or character including, but not limited to, any theory of antitrust, environmental, tort, successor or transferee liability, labor law, employment or employee benefits law, de facto merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor arising prior to the Closing, including, but not limited to, liabilities on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the ownership, control or operation of the Purchased Assets prior to the Closing or the ownership, control or operation of the Excluded Assets, any Excluded Contract, and Excluded Liabilities prior to or after the Closing.

21. Under no circumstances shall the Buyer be deemed a successor of or to the Debtor for any Interest against or in the Debtor, the Purchased Assets, the Excluded Assets, any Excluded Contract or the Excluded Liabilities of any kind or nature whatsoever. The sale, transfer, assignment and delivery of the Purchased Assets shall not be subject to any Liens, Claims, and Interests, and any such Liens, Claims, and Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtor. All persons holding Liens, Claims, and Interests against or in the Debtor, the Purchased Assets, the Excluded Assets or the Excluded Liabilities of any kind or nature

whatsoever (including, but not limited to, the Debtor and/or its respective successors, including any trustees thereof, creditors, employees, unions, former employees and shareholders, administrative agencies, governmental units, secretaries of state, federal, state and local officials, maintaining any authority relating to any environmental, health and safety laws, and its respective successors or assigns) shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Liens, Claims, and Interests of any kind or nature whatsoever against the Buyer, its property, its successors and assigns, or the Purchased Assets, as an alleged successor or otherwise, with respect to any Lien, Claim, or Interest of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtor, the Debtor's estate, its respective officers, directors, shareholders, the Purchased Assets, the Excluded Assets, any Excluded Contract or the Excluded Liabilities. Following the Closing, no holder of a Lien, Claim, or Interest in or against the Debtor shall interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to such Lien, Claim, or Interest, or any actions that the Debtor may take in its Chapter 11 case.

22. Nothing contained in the Asset Purchase Agreement or this Order (i) shall be deemed to sell, transfer, assign, or convey the Excluded Assets (as defined in Section 2.01(b) of the Purchase Agreement) to the Buyer and the Debtor shall retain all right, title and interest to, in and under the Excluded Assets or (ii) shall be deemed to be an assumption by the Buyer of the Excluded Liabilities (as defined in Section 2.02(a) of the Asset Purchase Agreement). Under no circumstances shall the Buyer be deemed a

successor of or to the Debtor for any liabilities of the Debtor relating to the Excluded Assets, any Excluded Contract or Excluded Liabilities.

23. In the event of any conflict between the provisions of this Order and the provisions of the Asset Purchase Agreement, the provisions of this Order shall govern.

24. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order, the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Buyer, (b) compel delivery of the Purchase Price or performance of other obligations owed by or to the Debtor, (c) resolve any disputes arising under or related to the Asset Purchase Agreement and any and all ancillary agreements related to such Asset Purchase Agreement, (d) interpret, implement and enforce the provisions of this Order, and (e) protect the Buyer against (i) any of the Excluded Liabilities, (ii) the assertion of any Liens, Claims, and Interests against the Purchased Assets, of any kind or nature whatsoever, or (iii) the assertion of any Liens, Claims, and Interests arising out of the Excluded Assets, any Excluded Contract or the Excluded Liabilities.

25. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Buyer without collusion and in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of any of the Purchased Assets), unless such authorization is duly stayed pending such appeal. The Buyer is a

purchaser in good faith of the Purchased Assets, and is entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

26. The Asset Purchase Agreement was negotiated, proposed and entered into by the Debtor and the Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement to be invalidated or avoided under 11 U.S.C. §363(n).

27. The terms and provisions of the Asset Purchase Agreement and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estate and its creditors, the Buyer and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting a Lien, Claim, or Interest in the Purchased Assets, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

28. Nothing contained in any plan of reorganization confirmed in the Debtor's Chapter 11 case or any order of this Court confirming such plan shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Order.

29. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement, as amended, be authorized and approved in its entirety.

30. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto and

in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate or an adverse effect on the rights or interests of the creditors. In the event that any amendments or modifications are made to the Asset Purchase Agreement, the Debtor shall file into the record of this matter a Notice of Nonmaterial Changes to the Asset Purchase Agreement within two (2) business days after the Closing and shall attach thereto copies of any written amendments, modifications or waivers in relation to the Asset Purchase Agreement.

31. At closing the Debtor is authorized to pay and satisfy the outstanding first Deed of Trust held by Hancock Bank, including but not limited to all loan documents guarantees, security agreements and UCC financing statements; the third Deed of Trust held by Holliday Construction LLC; any secured tax liens filed of record by any federal or state taxing authority; and past due and unpaid ad valorem property taxes to Hancock County, Mississippi, with property taxes otherwise pro-rated at closing,

32. The Debtor's request for a \$600,000.00 carve out for administrative expenses is reasonable, well taken, and granted, and at closing the principal sum of \$600,000.00 shall be segregated and retained by the Debtor solely for the purpose of paying administrative expenses after they have been approved and authorized by this Court.

33. The remaining net sale proceeds shall be deposited into a separate interest bearing escrow account to remain therein pending confirmation of a Plan of Reorganization or further order of this Court.

34. The provisions of this Order are non-severable and mutually dependent.

35. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

SO ORDERED.



Katharine M. Samson
United States Bankruptcy Judge

Dated: April 4, 2012

APPROVED:



ROBERT ALAN BYRD,
Attorney for Debtor

Signature Affixed

HUGH KEATING, Attorney for
Mass P. Blackwell, Blackwell Aggregates, Inc.
And Three Deuces, Inc.

Signature Affixed

DOUGLAS DRAPER, Attorney for
The Unsecured Creditors Committee

Signature Affixed

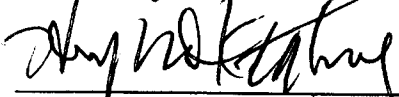
GINA TOMPKINS, Attorney for
Fuzion Equities, LLC

35. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

SO ORDERED.

APPROVED:

ROBERT ALAN BYRD,
Attorney for Debtor



HUGH KEATING, Attorney for
Mass P. Blackwell, Blackwell Aggregates, Inc.
And Three Deuces, Inc.

DOUGLAS DRAPER, Attorney for
The Unsecured Creditors Committee

GINA TOMPKINS, Attorney for
Fuzion Equities, LLC

35. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

SO ORDERED.

APPROVED:

ROBERT ALAN BYRD,
Attorney for Debtor

HUGH KEATING, Attorney for
Mass P. Blackwell, Blackwell Aggregates, Inc.
And Three Deuces, Inc.

DOUGLAS DRAPER, Attorney for
The Unsecured Creditors Committee

GINA TOMPKINS, Attorney for
Fuzion Equities, LLC MSB No. 8429

ASSET PURCHASE AGREEMENT

by and between

DK AGGREGATES LLC,

as the Seller

and

FUZION EQUITIES, LLC,

or its Assigns, as the Purchaser

Dated as of December 7, 2011

PD.5811315.2

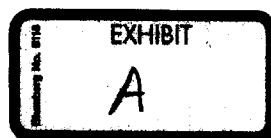


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PREAMBLE

This **ASSET PURCHASE AGREEMENT** (this "Agreement"), dated as of December 7, 2011 (the "Effective Date"), is made by and between **DK AGGREGATES LLC**, a limited liability company organized under the laws of the State of Mississippi (the "Seller"), and **FUZION EQUITIES LLC**, a Limited Liability Company organized under the laws of the State of Louisiana (or its assigns, the "Purchaser").

RECITALS

WHEREAS, the Seller is engaged in the business (the "Business") of sand, gravel and dirt mining operations at the Owned Real Property;

WHEREAS, the Seller is the debtor in a bankruptcy case pending in the United States Bankruptcy Court for the Southern District of Mississippi (the "Bankruptcy Court"), styled as Chapter 11 Case No. 10-51823-KMS (the "Chapter 11 Case");

WHEREAS, the Purchaser and the Seller enter this Asset Purchase Agreement dated as of the Effective Date (the "Agreement"), pursuant to which the Purchaser would purchase and acquire certain assets;

WHEREAS, in connection with the Chapter 11 Case, subject to the terms and conditions contained herein and subject to the entry of the Transaction Approval Order, the Seller wishes to sell, assign and transfer to the Purchaser, and the Purchaser wishes to purchase and acquire from the Seller, the Purchased Assets upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, subject to conditions set forth herein, the Seller and the Purchaser hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Definitions. For purposes of this Agreement:

"Action" means any proceeding before any court, Government Authority, mediator, arbitrator or other tribunal seeking monetary, injunctive or other relief.

"Adversary Proceeding" shall mean the Sellers claims and defenses in Adversary Proceeding No. 10-05051 pending in the Bankruptcy Court.

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, where "control" means ownership of sufficient interest in an entity to elect a majority of the board of directors or managers of that entity or to otherwise control the policy of such entity.

“Agreement” has the meaning given to it in the Preamble.

“Ancillary Agreements” means the Bills of Sale, the Deed; settlement statements and other documents required to transfer the Owned Real Property; and such other documents or instruments of transfer and conveyance as may reasonably be requested by the Purchaser, each in form and substance reasonably acceptable to the Purchaser and the Seller, the terms of which shall be fully consistent with this Agreement.

“Assigned Permits and Licenses” means any Permits or Licenses that are subject to transfer or assignment to the Purchaser and which Purchaser elects, in its sole discretion, to be transferred or assigned to Purchaser.

“Assumed Liabilities” has the meaning given to it in Section 2.02(a).

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Bankruptcy Court” has the meaning given to it in the Recitals.

“Bill of Sale” means a Bill of Sale in a form reasonably acceptable to Purchaser, with Mississippi law to govern, conveying all Purchased Assets other than the Owned Real Property.

“Break-Up Fee” has the meaning given to it in Section 5.04.

“Business” has the meaning given to it in the Recitals.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Biloxi, MS.

“Chapter 11 Case” has the meaning given to it in the Recitals.

“Closing” has the meaning given to it in Section 2.09.

“Closing Date” has the meaning given to it in Section 2.09.

“Companion Agreement” means that certain Asset Purchase Agreement between Dirtworks, INC., Murray Moran, H.I.S. Dirt, LLC and Fuzion Equities, LLC.

“Compensable Termination Event” has the meaning given it in Section 5.04.

“Contracts” means any arrangement, note, bond, commitment, franchise, guarantee, indemnity, indenture, instrument, lease, license or other agreement, understanding, instrument or obligation, whether written or oral, all amendments, supplements and modifications of or for any of the foregoing and all rights and interests arising thereunder or in connection therewith.

“Conveyance Taxes” means all sales, use, value added, transfer, stamp, stock transfer, real property transfer or gains and similar Taxes.

“Deed” means, with respect to the Owned Real Property, the transfer of the Owned Real Property by general warranty deed to be executed by the Seller at the Closing in order to convey

to the Purchaser the Seller's right, title and interest in the Owned Real Property, including but not limited to all mining and mineral rights, free and clear of all liens and encumbrances, other than Permitted Encumbrances.

"Dirtworks, Inc." means Dirtworks, Inc., a Mississippi corporation that is wholly owned by Murray Moran, the majority owner of Seller. Dirtworks is an affiliate of Seller.

"Due Diligence Materials" has the meaning set forth in Section 2.07(a).

"Due Diligence Period" has the meaning described in Section 2.07.

"Effective Date" means the date set forth in the Preamble to this Agreement.

"Effective Time" means 12:00 noon on the Closing Date.

"Employee" means any past or present, full- or part-time employees of the Seller.

"Environmental Law" means any federal, state, local or foreign statute, Law, ordinance, regulation, rule, code, order, consent decree, judgment, requirement, or rule of Law, in each case in effect as of the date hereof, relating to pollution or protection of the environment.

"Environmental Liability" means any claim, demand, order, suit, obligation, liability, cost (including the cost of any investigation, testing, compliance or remedial action), consequential damages, loss or expense (including reasonable and incurred attorneys' and consultants' fees and expenses) arising out of, relating to or resulting from any Environmental Law or environmental, health or safety matter or condition, including Natural Resources Damages, and related in any way to the Purchased Assets or to this Agreement or its subject matter, in each case whether arising or incurred before, at or after the Closing, including any and all Liabilities and Obligations (whether arising under Environmental Laws in effect at Closing or thereafter, Environmental Permits, common law, Contracts or otherwise in any manner whatsoever, whether known or unknown on the Closing Date) arising out of, relating to or resulting from:

(i) the presence in, on, at or under, or the Release to, at or from the Owned Real Property or any area used or affected pursuant to the Permits and Licenses, including all soil, sediments, water, groundwater, buildings, structures, fixtures, improvements and equipment thereon or thereunder and Releases therefrom into the air, of any Hazardous Material, whether before or after the Closing;

(ii) the presence of any Hazardous Material in, on, at or under any land, sediments, water, groundwater or any other location whatsoever when such Hazardous Material originated, whether before or after the Closing, from the Owned Real Property, or any area used or affected pursuant to the Permits and Licenses, including all soil, sediments, water, groundwater, buildings, structures, fixtures, improvements and equipment thereon or thereunder; and

(iii) any other circumstance, condition, matter, occurrence, issue, event or requirement relating to the environment (which includes any building, structure, fixture, improvement or equipment on or forming part of any of the Purchased Assets), health or safety

that exists in, on, at or under the Owned Real Property, or any area used or affected pursuant to the Permits and Licenses, including all soil, sediments, water, groundwater, buildings, structures, fixtures, improvements and equipment thereon or thereunder that is or was caused (directly or indirectly) by, or arises from or relates to, the operation of the Business or the Purchased Assets, whether before or after the Closing.

“Environmental Permits” means any permit, approval, identification number, license and other authorization required under or issued pursuant to any applicable Environmental Law or otherwise required by any applicable Governmental Authority.

“Excluded Assets” has the meaning given to it in Section 2.01(b).

“Excluded Liabilities” has the meaning given to it in Section 2.02(b).

“Excluded Taxes” means all Taxes relating to the Purchased Assets or the Business to the extent attributable to any pre-Closing Period.

“Final Order” means an order of the Bankruptcy Court which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

“GAAP” means United States generally accepted accounting principles and practices in effect from time to time applied consistently throughout the periods involved.

“Governmental Authority” means any federal, national, supranational, tribal, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Material” means (a) any petroleum, petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials or polychlorinated biphenyls or (b) any other chemical, material or substance now or hereafter defined, listed, designated or classified as, or otherwise determined to be regulated as toxic or hazardous or as a pollutant, contaminant or as solid or hazardous waste under any Environmental Law, including, without limitation, asbestos.

“H.I.S. Dirt, LLC” means H.I.S. Dirt, LLC, a Mississippi limited liability company which is an Affiliate of Seller in which Murray Moran owns a 50% interest.

“Insurance Policies” has the meaning given to it in Section 3.12.

“IRS” means the Internal Revenue Service of the United States.

“Knowledge” means, with respect to an individual, that (i) the individual is actually aware of a particular fact or other matter, or (ii) a prudent individual could be expected to discover or otherwise become aware of the particular fact or other matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement. A Person (other than an individual) will be deemed to have Knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director, officer, partner, manager, executor or trustee of that Person has, or at any time had, knowledge of that fact or other matter (as set forth in (i) and (ii) above), and any such individual will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by that Person or individual.

“Law” means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

“Liabilities and Obligations” means any and all debts, liabilities, obligations to perform services and other obligations, whether known or unknown, asserted or unasserted, accrued or fixed, absolute or contingent, matured or unmatured, liquidated or unliquidated, or determined or determinable, whenever or however arising, including those arising under any Law, Action or Governmental Order and those arising under any contract, agreement, arrangement, commitment or undertaking, and whether or not the same would be required by GAAP to be reflected as a liability in financial statements or disclosed in the notes thereto.

“Liens” means any mortgage, deed of trust, pledge, assignment, lis pendens notice, security interest, encumbrance, mechanics liens, labor and materialman liens, supplier liens, any other liens, charge, hypothecation, or claim of any kind or nature whatsoever in respect of any property, other than any license of Intellectual Property, including any of the foregoing created by, arising under, or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of a financing statement naming the owner of the property as to which such lien relates as the debtor under the Uniform Commercial Code or any comparable Law.

“Material” and “Materially” means with respect to any Person, the level of significance that would have affected any decision of a reasonable person in that Person’s position regarding whether to enter into this Agreement or would affect decisions of a reasonable person in that Person’s position regarding whether to consummate the transactions contemplated by this Agreement.

“Material Adverse Effect” means from the perspective of the Buyer any Material adverse change in the business, results of operations, assets, liabilities, or financial condition of the Seller since earlier of the Effective Date or the date of preparation of any Due Diligence Materials relevant to the subject matter.

“Natural Resources Damage” means the injury to, destruction of, or loss of natural resources resulting from a Hazardous Material release or violation of Environmental Laws as to

which the measure of damage is the cost of restoring injured natural resources to their pre-Hazardous Material release baseline condition, compensation for the interim loss of injured natural resources pending recovery, and the reasonable cost of a damage assessment. Natural resources include land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by any Governmental Authority or by any private party.

“No Shop Provision” has the meaning given in Section 5.05.

“Owned Real Property” means the real property consisting of approximately 1,700 acres, more or less located in Hancock County, Mississippi, listed on Exhibit “A” hereto, and which, for clarity includes all mineral, natural gas, petroleum, drilling, mining and water rights, buildings and other structures, facilities or improvements currently or hereafter located thereon, all fixtures, and all easements, licenses, rights and appurtenances relating to the foregoing, including, without limitation, any and all water rights and water access rights, land access rights, and rail access and use rights. In the event the legal descriptions for the Owned Real Property as shown on any Survey differ from the legal descriptions on Exhibit “A” hereto, Seller and Purchaser will utilize the Survey legal descriptions for purposes of the conveyance of the Owned Real Property at Closing.

“Permits and Licenses” has the meaning given to in Exhibit “C” hereto.

“Permitted Encumbrances” means only those liens and encumbrances which appear on the preliminary title reports to be issued for the Owned Real Property, which are deemed to be acceptable liens or encumbrances by the Purchaser, in the Purchaser’s sole discretion, and which the Purchaser agrees are either Permitted Encumbrances or unpermitted exceptions by written notice to the Seller within thirty (30) days of Purchaser’s receipt of preliminary title reports. All unpermitted exceptions must be removed by Seller, and any new exception to title which arises after the date of the preliminary title reports shall be deemed an unpermitted exception unless otherwise expressly approved, in writing, as a Permitted Encumbrance by the Purchaser.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, Governmental Authority, first nation, aboriginal or native group or band, unincorporated organization or other entity, as well as any legal entity syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

“Property Taxes” means real and personal *ad valorem* property Taxes and any other Taxes imposed on a periodic basis and measured by the value of any item of property.

“Prorated Tax Payment” means the prorated amount to be paid by the Seller, of any Tax, obligation, assessment, charge, refund, reimbursement, rent installment, fee or revenue that has accrued or come due, but not been paid by the Seller, prior to the Closing Date.

“Purchase Price” has the meaning given to it in Section 2.03.

“Purchased Assets” has the meaning given to it in Section 2.01(a).

“Purchaser” has the meaning given to it in the Preamble.

“Purchaser’s Deposit” has the meaning given to it in Section 2.06.

“Release” has the meaning prescribed in any applicable Environmental Law, and includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage and placement.

“Representatives” means, with respect to a particular Person, any director or officer or other designated representative of such Person, including such Person’s attorneys and financial advisors.

“Sale Motion” has the meaning given to it in Section 5.01.

“Seller” has the meaning given to it in the Preamble.

“Survey” means those surveys to be obtained by the Purchaser.

“Tax” or “Taxes” means any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Tax Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

“Tax Code” means the United States Internal Revenue Code of 1986, as amended, and the formal guidance issued thereunder.

“Tax Returns” means any return, declaration, report, claim for refund, or information return or statement (including any schedule or attachment thereto, and including any amendment thereof) required to be filed with a Governmental Authority with respect to Taxes.

“Transaction Approval Order” has the meaning given to it in Section 5.01.

SECTION 1.02 Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires: (a) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated; (b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement; (c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”; (d) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement; (e) all terms defined in this Agreement have the

defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein; (f) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (g) references to a Person are also to the Person's heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable; and (h) the use of "or" is not intended to be exclusive unless expressly indicated otherwise.

ARTICLE II

PURCHASE AND SALE

SECTION 2.01 Purchase and Sale of Assets.

(a) Pursuant to the Transaction Approval Order and upon the terms and subject to the conditions of this Agreement, at the Closing, the Seller shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase from the Seller, the following assets (the "Purchased Assets"), free and clear of Excluded Liabilities, liens, encumbrances and interests, other than Permitted Encumbrances:

- (i) the Owned Real Property as described on Exhibit "A" hereto;
- (ii) the personal property, equipment, machinery, vehicles, and other tangible personal property listed on Exhibit "B" hereto;
- (iii) all of the Seller's right, title and interest in and to Assigned Permits and Licenses;
- (iv) environmental studies or reports of any nature, maintenance records for equipment, and improvements on the Owned Real Property, all bid records and bid protocols used in the Business, customer, vendor and supplier lists, drawings, diagrams or blueprints of the Purchased Assets, and other documents, records and files and any rights thereto owned, associated with or employed by the Seller in connection with the Purchased Assets, wherever located provided that delivery of such items shall be made to the extent the same are in Seller's possession or control; and
- (v) All customer lists and customer contracts deemed acceptable by Purchaser.

(b) Notwithstanding anything in Section 2.01(a) to the contrary, the Seller shall not sell, convey, assign, transfer or deliver, nor cause to be sold, conveyed, assigned, transferred or delivered, to the Purchaser, and the Purchaser shall not purchase, and the Purchased Assets shall not include, the Seller's right, title and interest in and to any assets of the Seller not expressly included in the Purchased Assets (the "Excluded Assets") included but not limited to:

- (i) any rights to Tax refunds, credits or similar benefits attributable to Excluded Taxes;

(ii) Any current, prior or previously existing leases, permitted access or mineral and drilling rights contracts with third parties.

(iii) the company seal, minute books, charter documents, stock or equity record books and such other books and records as pertain to the organization, existence or capitalization of the Seller, as well as any other records or materials relating to the Seller generally, and not involving or related to the Purchased Assets or the operations of the Business;

(iv) Tax Returns of the Seller, other than those relating solely to the Purchased Assets, except that income tax returns and documents and records related to such income tax returns (whether or not relating solely to the Purchased Assets) shall be Excluded Assets;

(v) any rights, demands, claims, and actions, including, without limitation, causes of action constituting avoidance actions or other claims of the Seller's estate under chapter 5 of the Bankruptcy Code or otherwise (such estate, the "Bankruptcy Estate") including but not limited to those claims asserted by the Seller in Adversary Proceeding No. 10-05051, as same may be amended;

(vi) any right, Contract, assets, personal property of any nature or kind, real property or claims not described as a Purchased Asset;

(vii) Cash, cash equivalents and deposits;

(viii) Accounts and accounts receivable; and

(ix) Deposits, insurance and utility rebates, and any rights under this Agreement including the Purchase Price.

SECTION 2.02 Assumption and Exclusion of Liabilities and Obligations.

(a) The Purchaser shall assume no Liabilities and Obligations of the Seller except the Liabilities and Obligations specifically set forth in this Section 2.02(a), which the Purchaser shall assume and pay, perform and discharge in accordance with their respective terms.

(i) all Liabilities and Obligations of the Seller arising under the Assigned Permits and Licenses, in each case occurring only after the Effective Time, except for Liabilities and Obligations, actual or contingent, arising out of the Seller's default under, or breach of, any such Assigned Permits and Licenses prior to the Closing Date;

(ii) all Liabilities and Obligations of the Seller under the Permitted Encumbrances occurring only after the Effective Time;

(iii) all Property Taxes on the Purchased Assets that relate to the Post-Closing Period; and

(iv) all other Liabilities and Obligations arising after the Effective Time solely in connection with the ownership, operation, and use of the Purchased Assets after the Effective Time.

(b) For purposes of this Agreement and the transactions contemplated hereby, the parties expressly acknowledge and agree that the Purchaser shall not assume or in any manner whatsoever be liable or responsible for any liability or obligation of the Seller (other than the Assumed Liabilities) (collectively "Excluded Liabilities"), including, but not limited to:

- (i) any Environmental Liabilities;
- (ii) all of the Seller's Liabilities and Obligations in connection with any assets of the Seller, other than the Purchased Assets;
- (iii) all of the Seller's Liabilities and Obligations arising out of or resulting from the Seller's ownership, operation, use or lease of the Purchased Assets before the Closing;
- (iv) all of the Seller's Liabilities and Obligations arising out of or resulting from any failure by the Seller to comply with any applicable Law, judgment or Governmental Order;
- (v) all of the Seller's Liabilities and Obligations to any current or former shareholder, director, or officer of the Seller or any Affiliate of the Seller;
- (vi) all of the Seller's Liabilities and Obligations to any Employee of the Seller arising out of or resulting from the Employee's service as an Employee of the Seller, including, but not limited to, personal injury claims, worker's compensation, or any ERISA or other Welfare Benefits claims;
- (vii) all claims or Liens that have been or may be asserted relating to any matter that preceded the Closing Date other than Permitted Encumbrances;
- (viii) all Actions pending or threatened against the Seller, the Seller's Business or the Purchased Assets prior to the Closing Date; and
- (ix) all Liabilities and Obligations of the Seller incurred during or arising from the Chapter 11 Case that are not specifically assumed under this Agreement.

SECTION 2.03 Purchase Price. The purchase price (the "Purchase Price") payable by the Purchaser to the Seller for the sale, transfer, assignment, conveyance and delivery to the Purchaser of the Purchased Assets shall be equal to the sum of: (a) \$12,500,000.00. The Purchaser reserves the right in its sole discretion to increase the amount of the purchase price payable pursuant to this Agreement.

SECTION 2.04 Payment of the Purchase Price. The Purchaser shall pay the Purchase Price to the Seller as follows:

- (a) the sum of \$12,500,000.00; minus the amount of the Prorated Tax Payment.

(b) To the extent the Purchase Price is ultimately determined to exceed the sum total of all paid Allowed Claims, as defined in the Seller's First Amended Plan or any Amended Plan filed by Seller, including but not limited to all administrative, priority, secured and unsecured claims, then, in that event the Purchaser shall be entitled to a reduction in the Purchase Price equal to 50% of the difference between the Purchase Price and the paid and Allowed Claims. The Seller shall be entitled to retain 50% of such difference. Any reduction to the Purchase Price shall be after and net of all legal fees and expenses incurred by Seller in its Chapter 11 case and in Adversary Proceeding No. 10-05051. The Seller shall be entitled to retain as its exclusive property any damages awarded or recovered in Adversary proceeding No. 10-05051, as same may be amended, pending in the Seller's Chapter 11 case.

SECTION 2.05 Allocation of the Purchase Price. The Purchaser and the Seller shall each make its own good faith allocation of the Purchase Price among the Purchased Assets and shall file its income Tax Returns and reports relating to the Purchased Assets in a manner consistent with such good faith allocation.

SECTION 2.06 Purchaser's Deposit.

(a) Within three (3) Business Days of execution of this Agreement, the Purchaser shall pay to the Seller a good faith deposit in the amount of \$250,000.00 (the "Purchaser's Deposit") by wire transfer of immediately available funds. The Purchaser's Deposit shall be held in escrow by Byrd & Wisner in its IOLTA trust account.

(b) Without limiting the rights of the parties hereunder; (i) if this Agreement is terminated by the Seller or the Purchaser for any reason other than in accordance with Section 8.01(e), then the Purchaser's Deposit shall be returned to the Purchaser within three (3) Business Days of such termination; provided, further, that the Seller and the Purchaser agree, for clarity's sake, that failure to satisfy any of the Purchaser's conditions to closing contained in Section 7.02 shall result in the Purchaser's Deposit being returned to the Purchaser; (ii) if this Agreement is terminated by the Seller in accordance with Section 8.01(e), then the Seller shall be entitled to retain the Purchaser's Deposit. Each party shall cooperate with the other in connection with the return or release of the Purchaser's Deposit in accordance with the provisions hereof, including by providing such instructions as are required to be delivered to facilitate the timely return or release of the Purchaser's Deposit.

(c) At the Closing, Byrd & Wisner shall cause the Purchaser's Deposit to be returned to Purchaser.

SECTION 2.07 Due Diligence.

(a) Due Diligence Materials. Upon the execution date of this Agreement and for forty five (45) days thereafter (the "Due Diligence Period"), Seller shall make available for inspection and shall permit Purchaser access to the Owned Real Property and Due Diligence Materials in order to investigate, assess, survey and evaluate the Seller's property, its value, zoning, environmental and building matters, its condition and its suitability for Purchaser's intended use. Seller further agrees to provide and release to Purchaser all of the Due Diligence Materials and to cooperate in good faith and promptly comply with any and all requests by Purchaser for Due

Diligence Materials until expiration of the Due Diligence Period. The Due Diligence Materials consist of the following (as well as any other item reasonably related to the items listed below) to the extent in Seller's possession or control:

(i) Any and all environmental, structural, demolition, repair, construction, remediation, warranty or other materials, reports or studies in its possession or control related to the Owned Real Property;

(ii) Any information concerning environmental matters and compliance with Environmental Laws or any information relating to any current or potential Environmental Liability or Natural Resource Damages relating to the Owned Real Property, including liabilities to third parties;

(iii) Any and all subleases, leases (including lease-purchase arrangements), licenses and other occupancy agreements;

(iv) Any and all licenses, permits, certificates of occupancy, authorizations and approvals issued by any governmental authority relating to the occupancy, operation or maintenance of any part of the Owned Real Property;

(v) Any reports, notices or correspondence relating to any purported Material violation of any Governmental Order, permit, regulation or Law;

(vi) Any notice to or from any Governmental Authorities including, but not limited to, environmental regulatory authorities, including, but not limited to, inspection and monitoring reports, notices or violation, noncompliance or future inspection, regarding air pollution or emission controls, waste disposal, surface or waste water discharge, maintenance or registration of aboveground or underground storage tanks, septic systems or any other activities in connection with the Owned Real Property.

(vii) Any and all documents relative to litigation involving the Owned Real Property;

(viii) Any and all title commitments, surveys, appraisals, deeds, covenants, restrictions or agreements relating to the Owned Real Property;

(ix) Any and all records, drawings, plans or schematics relating to the Owned Real Property;

(x) Any other document, report or item reasonably requested by Purchaser to conduct Due Diligence activities including, but not limited to, a survey of the Owned Real Property by a surveyor licensed under the laws of Mississippi. Any survey shall be at Purchaser's expense.

(xi) Customer supply contracts; and

(xii) Employee records.

(b) Physical Due Diligence. During the Due Diligence Period, Seller shall afford Purchaser and its designated representatives reasonable access to the Owned Real Property during normal business hours or during such other times as may be agreed to by the parties for the purpose of conducting surveys, soil, engineering and other tests, and to undertake such studies as Purchaser may deem necessary and desirable. In doing so, Purchaser shall not unreasonably or unnecessarily disturb the Owned Real Property, but shall leave the Owned Real Property in Materially the same condition as it exists at the time Purchaser or its representatives entered the Owned Real Property.

SECTION 2.08 Refund of Purchaser's Deposit. At the conclusion of the Due Diligence Period the Purchaser's Deposit shall become non-refundable except as provided for in Section 2.06(b), which, for clarity's sake, requires the Purchaser's Deposit to be returned to Purchaser if the Agreement is terminated by Purchaser at any time prior to the all conditions to Closing contained in Section 7.02 being satisfied or waived by Purchaser. .

SECTION 2.09 Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the Purchased Assets shall take place at a closing (the "Closing") to be held at the offices of Byrd & Wisner, Seller's attorneys, at 12:00 noon Central time no later than five (5) Business Days following the satisfaction or waiver of the conditions to the obligations of the parties hereto set forth in Section 7.01 and Section 7.02, or at such other place or at such other time or on such other date as the Seller and the Purchaser may mutually agree upon (the "Closing Date"). The Purchaser shall be deemed to have purchased the Purchased Assets and assumed the Assumed Liabilities as of the Effective Time. At closing and subject to its terms and conditions, the Companion Agreement shall also proceed to closing.

SECTION 2.10 Closing Deliveries by the Seller. At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser:

- (a) a copy of the Transaction Approval Order, as entered by the Bankruptcy Court;
- (b) an executed Deed for the Owned Real Property to be recorded, all other documents required by the title company engaged by Purchaser to issue title insurance to transfer the Owned Real Property and such other instruments, in form and substance reasonably satisfactory to the Purchaser, as may be reasonably requested by the Purchaser to effect the transfer of the Purchased Assets to the Purchaser, or to register or evidence such transfer on the public records, in each case duly executed by the Seller;
- (c) the Bill of Sale from Seller for all transferred equipment and personal property which is part of the Purchased Assets and all other documents needed to transfer ownership of the equipment and other personal property which is part of the Purchased Assets; and
- (d) a certificate of non-foreign status pursuant to section 1.1445-2(b)(2) of the Regulations for the Seller that is selling a United States real property interest within the meaning of section 897(c) of the Tax Code.

SECTION 2.11 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver, or cause to be delivered or caused to be delivered to the Seller:

(a) the amount contemplated by Section 2.04(a), by wire transfer in immediately available funds; and

(b) such other instruments, in form and substance satisfactory to the Seller, as may be reasonably requested by the Seller, to effect the assumption by the Purchaser of the Assumed Liabilities and to evidence such assumption and agreement to perform on the public records.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to the Purchaser as follows:

SECTION 3.01 Organization, Authority and Qualification of the Seller; Enforceability. Except as a result of the commencement of the Chapter 11 Case, the Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Mississippi, and, subject to obtaining the approval of the Bankruptcy Court, has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and thereunder, and to consummate this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Seller, and (assuming due authorization, execution and delivery by the Purchaser), subject to the approval of the Bankruptcy Court, this Agreement constitutes, legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, subject to approvals required under bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

SECTION 3.02 Governmental Consents and Approvals. The execution, delivery and performance of this Agreement do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except: (a) the approval of the Bankruptcy Court.

SECTION 3.03 Litigation. Except for the Chapter 11 Case, and any and all Actions arising therefrom or related thereto that do not relate to the Purchased Assets, as of the date hereof there is no Action, and to the Knowledge of the Seller, no such Action is threatened, by or against the Seller or otherwise relating to the Purchased Assets or the Business, except that certain action styled Kitchens, et al v. DK Aggregates LLC, pending in the Circuit Court of Harrison County, Mississippi, Second Judicial District as Case Nos. A2402-2007-84 and A2402-090182; and the Seller's Adversary Proceeding Number 10-05051 pending in the Chapter 11 Case.

SECTION 3.04 Compliance with Laws. The Seller has conducted and continues to conduct the Business in accordance with all Laws and Governmental Orders applicable to the Business, and the Seller is not in violation of any such Law or Governmental Order.

SECTION 3.05 Real Property Interests. To Seller's Knowledge, all of the Owned Real Property, all improvements thereon and all uses thereof in connection with the Business, are in Material compliance with all applicable zoning, occupancy and other laws, regulations, ordinances, covenants, and restrictions, and Seller has received no written notice of violation of any of the foregoing.

SECTION 3.06 Tangible Personal Property. Exhibit "B" hereto, contains a true and complete list of all machinery, equipment, motor vehicles, furnishings, trade fixtures, chattels, and other tangible personal property owned by the Seller and included in the Purchased Assets. The Seller has good and marketable title to all personal property listed in Exhibit "B". Upon consummation of the Closing, the Purchaser will have acquired good and marketable title in and to, each of the Purchased Assets, free and clear of all Liens other than Permitted Encumbrances.

SECTION 3.07 Permits and Licenses. Exhibit "C" contains a complete and accurate list of all Permits and Licenses (including, but not limited to, Environmental Permits) currently held by or issued to Seller.

SECTION 3.08 Employee Controversies. No written notice has been received by the Seller of any material complaint filed or, to the Knowledge of the Seller, threatened by any current or former Employee, or being brought or threatened on behalf of any current or former Employee, claiming that the Seller is in breach of the terms of any contract of employment, or that the Seller has violated any applicable Law with respect to employment matters, or that any current or former Employee has a claim (including any worker's compensation claim) against the Seller for any personal injury matter or any occupational safety and health matter or other Environmental Claim.

SECTION 3.09 Labor.

(a) Promptly after the date hereof (and in any event within five (5) Business Days), the Seller shall provide to the Purchaser a complete and accurate list of the following information for each Employee of the Seller, including each Employee on leave of absence or layoff status: (i) name and job title; (ii) current compensation (including commissions and bonuses, if any) paid or payable, and changes since January 1, 2011; and (iii) contracts or other agreements to which such Employee and the Seller are parties, including but not limited to any employment, confidentiality, non-competition, consulting or proprietary rights agreement.

(b) (i) None of the Employees is a party to or bound by any union contract, collective bargaining agreement, employment contract, independent contractor agreement, consultation agreement, or other similar type of contract, (ii) the Seller has not agreed to recognize any union or other collective bargaining unit or union contribution agreement, and (iii) no union or collective bargaining unit has been certified as representing the Employees and, to the Knowledge of Seller, during the past five (5) years no organizational attempt has been made by or threatened by or on behalf of any labor union or collective bargaining unit with respect to any Employees.

(c) The Seller has not incurred any liability under, and to the extent applicable has complied in all respects with, the WARN Act, and does not reasonably expect to incur any such liability as a result of actions taken or not taken prior to or as of the Closing. The Seller has not given, and has not been required to give, any notice under WARN Act within 90 days prior to the Closing.

SECTION 3.10 Taxes.

(a) All Taxes owed by the Seller, if any, (whether or not shown or required to be shown on any Tax Return) will be paid by Seller, subject to pro-ration and further subject to the Bankruptcy Code.

(b) The Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

SECTION 3.11 Environmental Matters. Except as disclosed herein:

(a) to the best of Seller's Knowledge of the Seller, the Seller, to the extent related to the Purchased Assets or the Business, is in compliance with all applicable Environmental Laws and has obtained, and is in compliance with, all Environmental Permits;

(b) except as in compliance with all applicable Environmental Laws, to the Knowledge of the Seller, no Hazardous Material is being or, during the period of the Seller's ownership, has been used, treated, stored, generated, manufactured or otherwise handled on or at any of the Owned Real Property or, to the Seller's Knowledge, during the period of the Seller's ownership, has otherwise come to be located in (from any source, whether inside or outside of the Owned Real Property), on or under any of the Owned Real Property;

(c) to the Knowledge of the Seller, no Hazardous Material is being used, handled, generated or stored at or on any of Owned Real Property except in conformity with applicable

Environmental Laws or as allowed pursuant to the Environmental Permits, and in each case in quantities necessary to satisfy reasonably anticipated use;

(d) to the Knowledge of the Seller, no Hazardous Material has been spilled, released, or discharged in a manner that would result in the contamination of any of the Owned Real Property that has not been remediated and cleaned up in full compliance with all applicable Environmental Laws;

(e) there are no written claims, citations, lawsuits, orders or proceedings pursuant to any Environmental Law pending or, to the Seller's Knowledge, threatened, against the Seller to the extent relating to the Owned Real Property, the Business or the Purchased Assets;

(f) the Seller has provided (or shall provide during the Due Diligence Period) the Purchaser with access to any and all environmental site assessments, environmental audits, surveys, reports, citations, notifications, written environmental claims and written communications or notices to or from any Governmental Authority in respect of environmental issues, or reports or other similar studies or analyses and in the Seller's possession that relate to the Purchased Assets or the Business, and the Seller has permitted (or shall during the Due Diligence Period shall permit) the Purchaser to review and copy all such documents; and

(g) to the Knowledge of the Seller, there are no underground storage tanks on any of the Owned Real Property, including tanks that have been closed in place or are exempt from regulation, and there are no above-ground or mobile storage tanks located on any of the Owned Real Property.

SECTION 3.12 Insurance Policies. All current insurance policies owned or held by the Sellers or otherwise applicable to the Business will be delivered to the Purchaser by the Seller prior to the date of this Agreement. All such current insurance policies (or substitute policies with substantially similar terms that are underwritten by insurance carriers with substantially similar or higher ratings) are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing Date have been paid. There are no pending or, to the Knowledge of the Seller, threatened claims under any Insurance Policy, except as disclosed in Section 3.03.

SECTION 3.13 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Purchaser. The Seller is solely responsible for any allowed fees and expenses of any broker or Financial Advisor, to the extent allowed by the Bankruptcy Court.

SECTION 3.14 Disclosure of Drilling Tests. All drilling reports and testing results and the API report furnished by Seller to Purchaser are accurate representations of testing or sampling undertaken on the Owned Real Property.

SECTION 3.15 Disclaimer of the Seller. THE PURCHASED ASSETS ARE BEING SOLD ON AN "AS IS", "WHERE IS" BASIS AS OF THE CLOSING AND IN ITS CONDITION AS OF CLOSING WITH "ALL FAULTS" AND, EXCEPT AS SET FORTH IN THIS ARTICLE III AND EXCEPT FOR ANY WARRANTIES OF TITLE CONTAINED IN

ANY DEED TO ANY REAL PROPERTY DELIVERED AT THE CLOSING, NONE OF THE SELLER, ITS AFFILIATES OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES MAKE OR HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS OR ANY OF THE PURCHASED ASSETS, INCLUDING WITH RESPECT TO (I) MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, (II) THE OPERATION OF THE BUSINESS BY THE PURCHASER AFTER THE CLOSING IN ANY MANNER OTHER THAN AS USED AND OPERATED BY THE SELLER OR (III) THE PROBABLE SUCCESS OR PROFITABILITY OF THE BUSINESS AFTER THE CLOSING.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Seller as follows:

SECTION 4.01 Organization and Authority of the Purchaser; Enforceability. The Purchaser is a limited liability company duly formed and validly existing under the laws of the State of Louisiana and has all necessary corporate power and authority to enter into this Agreement to carry out its obligations hereunder and thereunder and to consummate the Transaction. The execution and delivery by the Purchaser of this Agreement, the performance by the Purchaser of its obligations hereunder and thereunder, and the consummation by the Purchaser of the Transaction has been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been, duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by the Seller) this Agreement constitutes, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

SECTION 4.02 Governmental Consents and Approvals. The execution, delivery and performance by the Purchaser of this Agreement do not and will not require any consent, approval, authorization or other order of, action by, filing with, or notification to, any Governmental Authority.

SECTION 4.03 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated hereby based upon arrangements made by or on behalf of the Purchaser.

SECTION 4.04 Independent Investigation. The Purchaser is conducting its own independent investigation, review and analysis of the business, operations, assets, liabilities, results of operations, financial condition, and prospects of the Business, which investigation, review and analysis is being performed by the Purchaser. The Purchaser hereby agrees and acknowledges that the Seller, its Affiliates, or any of its respective officers, directors, employees

or representatives have not made any representation or warranty, express or implied, at law or in equity, with respect to the Purchased Assets or the Business.

SECTION 4.05 Financial Capabilities. The Purchaser shall have as of Closing Date the financial capabilities to consummate the transactions contemplated by this Agreement.

ARTICLE V

ADDITIONAL AGREEMENTS

SECTION 5.01 Bankruptcy Court Approvals. Promptly following the execution by the parties of this Agreement, the Seller shall file (or shall have filed) a motion with the Bankruptcy Court (the "Sale Motion") seeking entry of an order that will, among other things, approve the sale of the Purchased Assets pursuant to this Agreement (the "Transaction Approval Order").

SECTION 5.02 Transaction Approval Order. The Transaction Approval Order shall, among other matters: (i) approve the Agreement with the Purchaser, (ii) approve the sale of the Purchased Assets to Purchaser on the terms and conditions set forth in this Agreement; (iii) state that the sale of the Purchased Assets to Purchaser shall be free and clear of all Liens, Environmental Liabilities, Liabilities and Obligations, claims, interests and encumbrances whatsoever (except as expressly provided in this Agreement); and (iv) include a specific finding that Purchaser is a good faith purchaser of the Purchased Assets. The Purchaser agrees that it will promptly take such actions as are reasonably requested by the Seller to assist in obtaining the Transaction Approval Order, including, furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by the Purchaser under this Agreement and demonstrating that the Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

SECTION 5.03 Appeal. In the event that the Transaction Approval Order shall be appealed, the Seller and the Purchaser shall use their respective reasonable best efforts to defend such appeal. Notwithstanding anything to the contrary set forth herein, nothing herein shall negate or limit the requirement of a finding in the Final Order that the Purchaser is entitled to protections under Section 363(m) of the Bankruptcy Code nor prevent Purchaser from terminating this Agreement under the provisions of Section 8.01 prior to the time the Transaction Approval Order becomes a Final Order.

SECTION 5.04 Break-Up Fee. Upon the occurrence of a Compensable Termination Event, as defined below, the Purchaser shall be entitled, in consideration for the release of its rights under this Agreement, to payment of a break-up fee (not dependent on amounts actually expended or incurred by the Purchaser) in cash or other immediately available funds in the amount of \$500,000.00 (the "Break-Up Fee"). A "Compensable Termination Event" shall have occurred if the Purchaser is not in Material breach of this Agreement and the Bankruptcy Court approves a higher or better offer that is not an offer from the Purchaser Offer, and the closing of a transaction in respect of such other offer has occurred.

SECTION 5.05 No Shop Provisions. Seller agrees that it will not directly or indirectly, (i) take any action to solicit, initiate, encourage, bypass or circumvent or assist the submission of any proposal, negotiation or offer from any person or entity other than Purchaser relating to the sale or issuance, of any of the capital stock of the Seller or the acquisition, sale, lease, license or other disposition of the Seller or any Material part of the stock or assets of the Seller or (ii) enter into any discussion, negotiations or execute any agreement related to any of the foregoing. Seller shall notify Purchaser and any assignee promptly of any inquiries by any third parties in regards to the foregoing.

SECTION 5.06 Conduct of Business Prior to the Closing. The Seller covenants and agrees that, between the Effective Date and the Closing Date, the Seller, to the extent related solely to the Purchased Assets and the Business and taking into account past practice, its current and projected financial condition and the condition of the markets in which the Business operates: (i) shall conduct its business in the ordinary course, taking into account its status as a debtor in possession under Chapter 11 of the Bankruptcy Code, in all Material respects; and (ii) (A) will maintain in force all existing policies of insurance against Loss relating to the Purchased Assets; (B) will not sell, lease or otherwise transfer or dispose of any Purchased Assets, or any interest therein outside of the ordinary course of business; (C) will not affect any involuntary termination of its Employees; (D) will use its commercially reasonable efforts to maintain in all material respects the relations and goodwill with customers and others having business relationships with the Seller in connection with the Purchased Assets and the Business; (E) will not encumber or cause Liens to be placed on the Owned Real Property; (F) will not enter into any additional long term supply contracts without the prior written consent of Purchaser.

SECTION 5.07 Access to Information. From the Effective Date until the Closing, upon reasonable notice, the Seller shall, and shall cause its respective officers, directors, employees, agents, representatives, accountants and counsel to: (a) afford the Purchaser and its officers, employees, and authorized agents, lenders and representatives reasonable access to the offices, properties and books and records of the Seller (to the extent relating to the Purchased Assets or the Business); and (b) furnish to the officers, employees, and authorized agents, lenders and representatives of the Purchaser such additional financial and operating data and other information regarding the Business (or copies thereof) as the Purchaser may from time to time reasonably request to the extent in Seller's possession or control; provided, however, that any such access or furnishing of information shall be conducted at the Purchaser's expense, during normal business hours, under the supervision of the Seller's personnel and in such a manner as not to unreasonably interfere with the normal operations of the Business. The parties acknowledge that the general access rights granted under the foregoing sentence include the right of the Purchaser to stage personnel of the Purchaser on site at the Seller's premises during normal business hours in order to effectuate an orderly transition of the Business to the Purchaser. Notwithstanding anything to the contrary in this Agreement, the Seller shall not be required to disclose any information to the Purchaser if such disclosure would, in the Seller's reasonable discretion, (i) jeopardize any attorney-client or other legal privilege, or (ii) contravene any applicable Laws, fiduciary duty or binding agreement entered into prior to the date hereof.

SECTION 5.08 Damage or Destruction.

(a) Until the Closing, the Purchased Assets shall remain at the risk of the Seller. In the event of any Material damage to or destruction of any Purchased Asset (other than normal wear and tear) prior to the Closing (in any such case, a “Loss”), the Seller shall give written notice thereof to the Purchaser and the Purchaser shall have the option, exercisable by written notice to the Seller given within five (5) Business Days after the Seller’s notice of such Loss:

(i) to reduce the Purchase Price by an amount equal to (A) the estimated cost to repair or restore the Purchased Assets affected by such Loss (the “Affected Assets”) to substantially their condition immediately prior to the occurrence of such Loss or (B) if the Affected Assets are destroyed or damaged beyond repair, the replacement cost taking into account the age and condition of such equipment of the Affected Assets and, in either case, to complete this transaction as provided in this Agreement, in which event all insurance proceeds or other compensation payable on account of such Loss shall be retained by the Seller, or

(ii) to reduce the Purchase Price by an amount equal to the deductible amount under any policies of insurance covering such Loss, in which event all proceeds of insurance or other compensation for such Loss shall be payable to the Purchaser, all right and claim of the Seller in and to any such amounts shall be assigned and (if previously received by the Seller) paid to the Purchaser at the Closing, and the Purchaser shall complete the Transactions as provided in this Agreement without any additional reduction in the Purchase Price, or

(b) If Purchaser elects to reduce the Purchase Price pursuant to Section 5.08(a)(i), the Seller and the Purchaser shall negotiate in good faith in an effort to agree upon the amount of such reduction. If they are unable to reach agreement within five (5) Business Days after written notice of the Loss is given by the Seller, then the amount of the reduction shall be determined by an independent, qualified insurance adjuster selected by the parties (or, if they are unable to agree on such selection, one appointed by the Bankruptcy Court upon application by either party).

SECTION 5.09 Regulatory and Other Authorizations; Notices and Consents. The Purchaser and the Seller shall each use their reasonable best efforts to promptly obtain all authorizations, notices to proceed, consents, orders and approvals of the Bankruptcy Court and all other Governmental Authorities and officials and other Persons that are necessary for their respective execution and delivery of, and the performance of their respective obligations pursuant to, this Agreement and will cooperate fully with the other party in promptly seeking to obtain all such authorizations, consents, orders and approvals.

SECTION 5.10 Permits and Licenses.

(a) Commencing on the date of this Agreement, the parties, cooperating in good faith, shall use reasonable best efforts to take such steps, including the filing of any required applications with Governmental Authorities, as may be necessary (i) to effect the transfer of the Permits and Licenses to the Purchaser on or as soon as practicable after the Closing Date, to the extent such transfer is permissible under applicable Law, and (ii) to enable the Purchaser to obtain, on or as soon as practicable after the Closing Date, any additional licenses, permits, approvals, consents, certificates, registrations, and authorizations (whether governmental, regulatory, or otherwise) as may be necessary for the lawful operation of the Owned Real property

from and after the Closing Date (the actions described in the foregoing clauses (i) and (ii) being referred to herein as the "Permitting Process"). Any filing or other fees and other out-of-pocket expenses associated with the Permitting Process shall be paid by the Purchaser.

(b) The Purchaser acknowledges that it may not be possible to complete the Permitting Process prior to the Closing Date and agrees that completion of the Permitting Process prior to the Closing Date shall not be a condition to its obligation to proceed with the transactions as provided in this Agreement.

SECTION 5.11 Further Action. The parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

SECTION 5.12 Tax Cooperation and Exchange of Information. The parties hereto will provide the other parties with such cooperation and information as may be reasonably requested in filing any Tax Return, amended Tax Return or claim for refund; determining any liability for Taxes or a right to a refund of Taxes; or participating in or conducting any audit or other proceeding in respect of Taxes relating to the Purchased Assets or the Business. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules and related work papers and documents relating to rulings or other determinations by taxing authorities. Any information obtained under this Section 5.12 shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims for a refund, or in conducting an audit or other proceeding.

SECTION 5.13 Payment of Taxes. In the event that any Conveyance Taxes are assessed on the transfer of the Purchased Assets to the Purchaser, the Seller shall pay the entire amount of such Conveyance Taxes. Ad valorem Taxes of any nature shall be pro-rated and paid at closing.

SECTION 5.14 Proration of Taxes and Certain Charges. All Property Taxes levied with respect to the Purchased Assets for any taxable period that includes the day before the Closing Date and ends after the Closing Date, whether imposed or assessed before or after the Closing Date, shall be prorated between the Seller and the Purchaser and paid on the Closing Date.

SECTION 5.15 Removal of Excluded Assets. The Seller covenants and agrees that the Seller shall remove all Excluded Assets located on the Owned Real Property to a location other than the Owned Real Property at the Seller's expense.

SECTION 5.16 Vehicle Registration. Effective upon the Closing, the Seller and the Purchaser shall arrange for the transfer the registration of all registered trucks, cars, other vehicles and rolling stock included in the Purchased Assets into the Purchaser's name. The Purchaser covenants and agrees that it shall indemnify and hold Seller harmless against any liability from the use of such trucks, cars, other vehicles or rolling stock prior to such registrations having been so transferred.

ARTICLE VI

EMPLOYEE MATTERS

SECTION 6.01 WARN Act. To the extent, if any, required by the WARN Act, and any similar state law, the Seller shall be responsible for notifying any Employees of the termination of their employment by the Seller as of the Closing Date. The Seller agrees to indemnify, defend, and hold harmless the Purchaser from and against any and all Liabilities and

Obligations arising or alleged to arise under the WARN Act in respect of the termination of any Employee on, or prior to, the Closing Date.

SECTION 6.02 Employee Access and Records. The Seller shall make available to the Purchaser for review records which are located on the Seller's premises or in the Seller's possession, and which provide information regarding Employees' names, dates of hire by the Seller, salary histories, performance ratings and evaluations, and disciplinary warnings or actions for all Employees.

ARTICLE VII

CONDITIONS TO CLOSING

SECTION 7.01 Conditions to Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver by the Seller, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants. (i) The representations and warranties of the Purchaser contained in this Agreement (A) that are not qualified as to "Materiality" shall be true and correct in all Material respects as of the Closing, and (B) that are qualified as to "Materiality", shall be true and correct as of the Closing, except to the extent such representations and warranties are made as of another date, in which case such representations and warranties shall be true and correct in all Material respects or true and correct, as the case may be, as of such other date; and (ii) the covenants and agreements contained in this Agreement to be complied with by the Purchaser on or before the Closing shall have been complied with in all Material respects.

(b) Payment of Purchase Price. Seller receives the entire Purchase Price, minus adjustments as provided herein.

(c) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order (whether temporary, preliminary or permanent) that has the effect of making the consummation of the transaction contemplated by this Agreement illegal or otherwise restraining or prohibiting their consummation.

(d) Approval of Orders. The Bankruptcy Court shall have entered a Transaction Approval Order, which shall not be subject to a stay by any court of competent jurisdiction.

(e) Companion Agreement. The Purchaser proceeds to closing on the Companion Agreement, provided that the Sellers under the Companion Agreement also proceed to closing of the transactions contemplated by that agreement.

SECTION 7.02 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or written waiver by the Purchaser, at or prior to the Closing, of each of the following conditions:

(a) Representations, Warranties and Covenants. (i) The representations and warranties of the Seller contained in this Agreement (A) that are not qualified as to "Materiality" or "Material Adverse Effect" shall be true and correct in all Material respects as of the Closing and (B) that are qualified as to "Materiality" or "Material Adverse Effect" shall be true and correct as of the Closing, other than such representations and warranties that are made as of another date, in which case such representations and warranties shall be true and correct in all Material respects or true and correct, as the case may be, as of such other date, and (ii) the covenants and agreements contained in this Agreement to be complied with by the Seller at or before the Closing shall have been complied with in all Material respects.

(b) Termination by Purchaser. Purchaser has not given written notice to Seller of its election to terminate this Agreement.

(c) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order (whether temporary, preliminary or permanent) that has the effect of making the transactions contemplated by this Agreement illegal or otherwise restraining or prohibiting their consummation.

(d) Approval of Orders. The Bankruptcy Court shall have entered a Transaction Approval Order, which shall be a Final Order; provided, however, that, in accordance with the Transaction Approval Order and any other applicable order, if any, at the Purchaser's election, the Purchaser may waive the requirement that the Transaction Approval Order be a Final Order.

(e) No Material Adverse Effect. Since the Effective Date of this Agreement, there shall not have occurred any state of facts, event or change in circumstance that has had or could reasonably be expected to have a Material Adverse Effect on the Purchased Assets, as a whole.

(f) No Actions. Since the Effective Date of this Agreement, there shall not have been commenced or threatened against the Seller or any Affiliate of the Seller any Actions that could reasonably be expected to have the effect of preventing or making illegal this Agreement or any of the transactions contemplated hereby.

(g) Real Estate. From the Effective Date until Closing, the Purchaser and its representatives, engineers, and surveyors shall have had the right to go on the Owned Real Property during normal business hours (or at such other times as Seller may approve in advance) to inspect and survey the Owned Real Property and improvements thereon, and to conduct relevant studies and make other determinations which, in the sole opinion of Purchaser, are necessary to determine the condition of the Owned Real Property. The Purchaser shall bear all costs and expenses of conducting the aforementioned surveys and studies.

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

SECTION 8.01 Termination. This Agreement may be terminated by Purchaser at any time prior to the expiration of the Due Diligence Period for any reason sufficient to Purchaser, or at any time prior to the Closing:

(a) by either the Seller or the Purchaser if the Purchaser is not selected as the successful Purchaser and the Transaction Approval Order has not been entered by the Bankruptcy Court;

(b) by either the Purchaser or the Seller in the event that any Governmental Order restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement shall have become final and nonappealable;

(c) notwithstanding anything in this Agreement to the contrary, if the Bankruptcy Court does not approve this Agreement within 180 days after the Effective Date, regardless of whether the Purchaser and/or the Seller is in breach of any of its representations, warranties, covenants or other agreements contained in this Agreement; or

(d) by the written consent of both the Seller and the Purchaser.

(e) If all conditions of Sections 7.01 and 7.02 are satisfied or waived and Purchaser, for whatever reason, fails or refuses to close the transaction by the Closing Date, Seller may terminate this Agreement and the Purchaser's Deposit shall be forfeited to Seller as provided for in Section 2.06(b).

SECTION 8.02 Effect of Termination. In the event of termination of this Agreement as provided above, this Agreement shall forthwith become void, and there shall be no liability on the part of any party hereto, except for the return to the Purchaser of its earnest money deposit as set forth in Paragraph 2.06 above.

ARTICLE IX

NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES

SECTION 9.01 Survival of Representations and Warranties. The representations, warranties and covenants in this Agreement (including but not limited to covenants that, by their terms, expressly survive the Closing or termination of this Agreement) shall survive Closing, provided that any claim for any breach of any representation, warranty or such covenant hereunder must be asserted as an administrative claim in Seller's bankruptcy case.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01 Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

SECTION 10.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) or via electronic mail if confirmed by another permitted means of delivery within three (3) Business Days to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

If to the Seller:

DK Aggregates LLC
15047 Big John Road
Biloxi, Mississippi 39532
Via Electronic Mail: mlbmoran@aol.com
Attention: Murray Moran
Facsimile No.: 228-396-3932

with a copy to:

Byrd & Wiser
Post Office Drawer 1939
Biloxi, Mississippi 39533
Via Electronic Mail: rab@byrdwiser.com
Attention: Robert Alan Byrd, Esq.
Facsimile No.: 228-432-7029

If to the Committee:

The Official Committee of Unsecured Creditors
c/o Douglas Draper, Esq.
Heller, Draper, Hayden
650 Poydras Street
Suite 2500
New Orleans, Louisiana 70130-6103
Phone: (504) 299-3333
Via Electronic Mail: ddraper@hellerdraper.com
Facsimile No.: 504-299-3399

If to the Purchaser:

Fuzion Equities LLC
14141 Airline Highway
Building 1, Suite U
Baton Rouge, Louisiana 70817
Facsimile: 866-533-1350
Attention: Kevin Bowen
Via Electronic Mail: bowen@customsurface.com

with a copy to:

Phelps Dunbar LLP
Post Office Box 16114
Jackson, Mississippi 39236-6114
Attention: Jerome C. Hafter, Esq.
Facsimile: 601-360-9777
Via Electronic Mail: hafterj@phelps.com

SECTION 10.03 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner Materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible, in an acceptable manner, in order to consummate the transactions as originally contemplated by this Agreement, to the greatest extent possible.

SECTION 10.04 Entire Agreement. This Agreement and the Companion Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersedes all prior agreements and undertakings, both written and oral, between the Seller and the Purchaser with respect to the subject matter.

SECTION 10.05 Assignment. This Agreement may not be assigned by operation of law or otherwise without the express written consent of the Seller and the Purchaser (which consent may be granted or withheld in the sole discretion of the Seller or the Purchaser, as the case may be). Notwithstanding the foregoing, prior to Closing, the Purchaser may assign its right to purchase any of the Purchased Assets hereunder to any Person without the consent of Seller, provided, however that such assignment by Purchaser shall not relieve the Purchaser of any of its obligations to the Seller hereunder, and provided, further, that under no circumstances shall such assignment delay the sale of any or all of the Purchased Assets hereunder.

SECTION 10.06 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the Seller and the Purchaser.

SECTION 10.07 Waiver. Any party to this Agreement may: (a) extend the time for the performance of any of the obligations or other acts of the other party; (b) waive any inaccuracies

in the representations and warranties of the other party contained herein or in any document delivered by the other party pursuant hereto; or (c) waive compliance with any of the agreements of the other party or conditions to such other party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of either party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

SECTION 10.08 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective agents, successors and permitted assigns, and nothing herein, express or implied, is intended to, or shall confer upon, any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.


SECTION 10.09 Liquidated Damages. The Purchaser and the Seller agree that it would be impractical and extremely difficult to accurately estimate the damages that the Seller would suffer if the Closing does not occur by reason of the sole default of the Purchaser. Therefore, the Purchaser and the Seller agree that if all conditions of Sections 7.01 and 7.02 are satisfied or waived and the Purchaser fails to close, the Purchaser shall be obligated to pay liquidated damages in the amount of the Purchaser's Deposit and the receipt by the Seller of the Purchaser's Deposit shall be the Seller's sole and exclusive remedy as liquidated damages and not as a forfeiture or penalty.

SECTION 10.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Mississippi and, to the extent applicable, the Bankruptcy Code. The parties hereto agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Agreement or the transactions contemplated hereby and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof

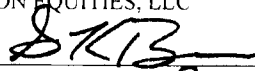
SECTION 10.11 Counterparts. This Agreement may be executed and delivered (including by facsimile and email transmission) in counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF file or other means of electronic transmission shall be effective as delivery of a manually executed counterpart to this Agreement.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed as of the date first set forth above by their respective officers thereunto duly authorized.

DK AGGREGATES LLC

By: 
Name: MURRAY HOBBS
Title: Managing Member

FUZION EQUITIES, LLC

By: 
Name: S. Kevin Bowen
Title: Member

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P. 85

EX 109709120

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Deed of Trust Book & Page

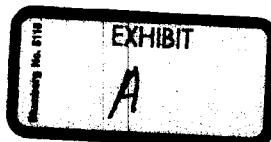
Exhibit A

Hancock County, Mississippi

Description of the Property

All recording references herein are to the records appearing in the Office of the Chancery Clerk of Hancock County, Mississippi, unless otherwise indicated.

Parcel	Township Range	Section	Land Description
1.	7S, 17W	7	Part of 3/4 of Thomas Smith claim described as commencing at a point 40.06 chains South of the NE corner of the Thomas Smith claim; thence West 20 chains to a point of beginning; thence West 53 chains to the East bank of the Pearl River; thence Southeasterly along the bank to the Southwest corner of the claim; thence East to the Southeast corner of the claim; thence North 20 chains, West 20 chains and North 20 chains to the point of beginning.
2.	7S, 17W	7	Also, Part of the North 1/2 of the Thomas Smith claim described as: Begin at a point 60.725 chains West and 40.06 chains South of corner of Sections 1, 2, 11, and 12; thence North 2.39 chains; thence West 3.16 chains; thence North 12.64 chains; thence East 3.16 chains; thence North 5 chains; thence West 40.255 chains; thence South to the East bank of the Pearl River; thence Southeasterly along the river to the West end of the North/South division line of the Thomas Smith claim; thence East along the line 32.295 chains to the point of beginning
3.	7S, 17W	13	SW 1/4 of SW 1/4
4.	7S, 17W	14	Lots 1 through 7
5.	7S, 17W	15	Entire section
6.	7S, 17W	23	Lots 1, 2, 3, and 6



Handwritten signature or initials

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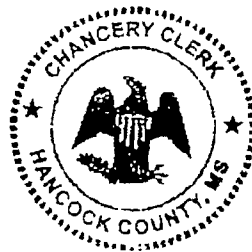
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Deed of Trust Book & Page

Parcel	Township Range	Section	Land Description
7.	7S, 17W	24	Lot 2 lying North and West of Block 4 of Santa Rosa Subdivision described as: Begin at the NW corner of Lot 2; thence East along the North section line 1314 feet to the Northeast corner of Lot 2; thence South 661.8 feet to the intersection of the East line of Lot 2 and the Northwest line of Block 4 of the Santa Rosa Subdivision; thence South 51°40'W 1676.4 feet along the Northwest line of Block 4 of the Santa Rosa Subdivision to the intersection of the West line of Lot 2; thence North 1699.78 feet to a point of beginning. Also, Lot 3 except that part belonging to L. A. Ord in Deed Book E-7, Page 155 and except part in the Santa Rosa Subdivision. Also, all of Lots 4, 5, and 6 Northwest of Highway 24.



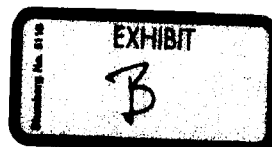
Hancock County
I certify this instrument was filed on
07-13-2006 04:23:04 PM
and recorded in Deed of Trust Book
2006 at pages 31744 - 31772
Timothy A Keller

Shelia Daniels

MM
JK

DK'S EQUIPMENT

Volvo 120 Loader
36 X 25 TW Log Washer TSW
30 X 80 Conveyor Belt
36 X 18 Washer
44 X 32 Washer TF
44 X 32 Washer TF
44 X 32 Washer
36 X 25 Washer
36 X 25 Washer
30 X 160 Stacker
30 X 80 Stacker
24 X 60 Conveyor Belt
24 X 123 Stacker
Classifier – Kohlberg 10 X 40
Polydeck Screen 5 X 20
24 X 60 Conveyor Belt
30 X 50 Conveyor Belt
30 X 80 Stacker Trio Radial
30 X 80 Stacker Trio Radial
30 X 80 Stacker Trio Radial
24 X 60 Stacker
24 X 60 Stacker
Hydraulic Excavator 345-B
7 X 20 Screen 3-Deck



Feed Hopper Grav
24 X 60 Conveyor Belt
Air Compressor
Boat #1
Pump 26"4' Plant #4
C/F Pump 10'6" L-Washer
200 Amp Electric Pump
6" Pump 3
3-4" Pump Motor
Containers & Extra Parts
Control Hose Gravel P.T.
Control Hose L.W.
Control Hose Boat #1 Back
Control Hose Boat #4 Front
Fuel Tank
Grove Crane
Superior Scales
Scales-Twin Rick & Lake 150 Ton
Scale House
Service Truck #1
300 Feet Pipeline & Pontoon
Water Truck Ford F-700
Pump 8" X 6" Plant #1
5 X 16 Screen 3-Deck
Deuce Service Truck
Small Dead Screen
5 X 20 Dead Screen on Skids
800 Feet Pipeline
20 Sets of pontoons

Surface Mining Permits

PERMIT	APP #	%REL	ADD INFO	COUNTY	SECTION	TWN	RNG	EXCAVATE	T. ACRES	MATERIAL
P04-007A	A1488A		AI# 18714 DK Aggregate's LLC	Hancock	14	7S	17W	80	120	sand and gravel
P04-008A	A1489A		D.K. Aggregate's Mine AI18717 Pit	Hancock	7	7S	17W	114	114	clay and sand
P09-003	A1658		AI#18717 DK Aggregate's LLC Mine	Hancock	7 and 14	7S	17W	31	51	sand
Total:									285	

DK AGG

