

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

**HAVERHILL CHEMICALS LLC,

DEBTOR.**

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§
§
§

**CASE NO. 15-34918

(Chapter 11)**

**NOTICE OF SECOND AMENDMENT TO
PURCHASE AGREEMENT**

PLEASE TAKE NOTICE that on November 2, 2015, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the *Order Approving Sale of Substantially All of Debtor’s Assets and Assumption and Assignment of Contracts and Leases* [Docket No. 144] (the “Sale Order”), authorizing Haverhill Chemicals LLC (the “Debtor”) to sell and transfer substantially all of its assets to ALTIVIA Petrochemicals, LLC under the terms of the Asset Purchase Agreement dated as of September 18, 2015, as amended.

PLEASE TAKE FURTHER NOTICE that following entry of the Sale Order, the parties entered into a Second Amendment to Asset Purchase Agreement dated November 4, 2015 (the “Second Amendment”), the terms of which were announced on the record on November 2, 2015.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit A is the Second Amendment.

Dated: November 17, 2015

Respectfully submitted,

DIAMOND McCARTHY LLP

By: /s/ Charles M. Rubio

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ATTORNEYS FOR HAVERHILL
CHEMICALS LLC, DEBTOR AND
DEBTOR-IN POSSESSION

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system, and served upon all parties receiving notice pursuant to the CM/ECF system on November 17, 2015.

/s/ Charles M. Rubio

Charles M. Rubio

EXHIBIT A

Second Amendment to Purchase Agreement

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this "**Amendment**") is made and entered into this 4th day of November, 2015 by and among Haverhill Chemicals LLC, a Texas limited liability company ("**Seller**"), and ALTIVIA Petrochemicals, LLC, a Delaware limited liability company ("**Buyer**"). Seller and Buyer are each referred to herein as a "**Party**" and collectively as the "**Parties**." Capitalized terms used herein without definition shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller and Buyer entered into an Asset Purchase Agreement dated as of September 18, 2015, as amended by First Amendment to Asset Purchase Agreement dated as of October 22, 2015 (the "**Purchase Agreement**");

WHEREAS, since the execution of the Purchase Agreement, the Parties have discovered that certain of the agreements, contracts and riders pertaining to railcar leases and subleases set forth on Schedule 1.3(a) were expired or not accurately described in Schedule 1.3(a);

WHEREAS, since the execution of the Purchase Agreement, Buyer has requested the deletion of certain contracts listed on Schedule 1.3(a) and the addition of certain others; and

WHEREAS, since the execution of the Purchase Agreement, the Parties have identified certain other revisions they desire to make to the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE 1 AMENDMENTS

1.1 Section 1.1. Section 1.1 of the Purchase Agreement is hereby amended to delete the period after clause (h), to add at the end of clause (h) a semicolon followed by the word "and", and to add the following new clause (i):

(i) any and all rights of Seller to the amount of banked natural gas owned by Seller as of the Closing (it being understood that Seller will not sell to any third party any of the banked natural gas owned by it as of date of this Amendment, but that Seller may use such gas in the ordinary course between the date of this Amendment and Closing).

1.2 Section 1.2. Section 1.2 of the Purchase Agreement is hereby amended to delete the period after clause (s), to add at the end of clause (s) a semicolon followed by the word "and", and to add the following new clause (t):

(t) the COLOSERV3 server (currently at the Katy Colocation) with the SAP production environment and the seven laptops used by Seller's financial staff.

1.3 Section 1.3. Section 1.3 of the Purchase Agreement is hereby amended to add a semicolon at the end of clause (h) followed by the word “and”, and to add the following new clause (i):

(i) the obligation to pay any empty or excess mileage charges, any return car charges and any other charges (but not any storage charges covered by Section 10.2(g)) due with respect to any rail cars that are Acquired Assets.

1.4 Section 2.1(a). Clause (i) of Section 2.1(a) of the Purchase Agreement is hereby deleted in its entirety, and is hereby replaced with the following:

(i) Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) plus

1.5 Section 3.1. The first sentence of Section 3.1 of the Purchase Agreement is hereby deleted in its entirety, and is hereby replaced with the following:

Closing. The consummation of the transactions contemplated hereby (the “**Closing**”) shall take place at the offices of Gordon, Arata, McCollam, Duplantis & Eagan, LLC, 1980 Post Oak Blvd, Suite 1800, Houston, Texas, on November 6, 2015, or on such other date or at such other place and time as may be mutually agreed to by the Parties in writing (the date on which the Closing occurs, hereinafter, the “**Closing Date**”).

1.6 Section 3.2. The lead in to Section 3.2 of the Purchase Agreement (prior to clause (a)) is hereby deleted and is replaced with the following:

The sale, transfer, assignment, and delivery by Seller of the Acquired Assets to Buyer, as herein provided, shall be effected on the Closing Date. At the Closing, Seller will deliver or cause to be delivered to Buyer (or, with respect to the quit claim deed or deeds for Owned Real Property (other than the parcel on which the plant is located), to Haden Road Corporation, an affiliate of Buyer):

1.7 Section 4.6. Clause (b) of Section 4.6 of the Purchase Agreement is hereby deleted in its entirety, and is hereby replaced with the following clause (b) (and the reference to “(iii)” following clause (b) is hereby corrected so that it is a reference to “(c)”):

(b) no material defaults exist under the Assigned Contracts listed as item 6 on Schedule 1.3(a) hereto, and (c)

1.8 Section 6.11. Section 6.11 is amended by adding the following new clause (c):

(c) If prior to the Closing Date, Buyer requests that Seller allow the Transferred Employees to continue to participate in Seller’s medical, prescription drug, dental and vision plans, to the extent permitted by law and the Bankruptcy Court, and as an accommodation to Buyer, the Transferred Employees (to the extent they remain employees of Buyer during the relevant period) may continue their coverage under Seller’s medical, prescription drug, dental and vision plans from the Closing Date through November 30, 2015 (to the extent that each of such plans remain in effect

through November 30, 2015), but only to the extent of their coverage under such plans prior to the Closing Date and subject to all the terms, conditions and requirements of such plans, and Buyer shall pay or reimburse Seller immediately upon demand for all costs and expenses of such Transferred Employees' participation in such plans during such period. To the extent that Buyer does not have medical, prescription drug, dental and vision plan coverage available to the Transferred Employees as of the Closing Date, it shall request continued coverage as provided for in this provision.

1.9 Section 6.16. Article 6 of the Purchase Agreement is hereby amended to add the following new Section 6.16:

6.16 November Lease Payment to Union Tank Car Company. Buyer shall be responsible for payment to Union Tank Car Company of all November rent in respect of the Union Tank Car Company Car Service Agreement effective November 1, 2011 by and between Union Tank Car Company and Haverhill Chemicals, LLC, together with all riders thereto listed on Schedule 1.3(a). Buyer shall be entitled to a credit against the Purchase Price payment due at Closing for the portion of such rent attributable to the period from November 1, 2015 through and including November 5, 2015.

1.10 Section 8.5(b). Section 8.5(b) of the Purchase Agreement is hereby amended to delete the phrase "forty-five (45) days" and replace it with the phrase "forty-seven (47) days".

1.11 Section 8.5(c). Section 8.5(c) of the Purchase Agreement is hereby amended to add the following sentence as the last sentence of Section 8.5(c):

The Parties will comply with the provisions of the Sale Order as entered by the Bankruptcy Court.

1.12 Section 10.1. Section 10.1 of the Purchase Agreement is hereby amended to add the following new clause (f):

(f) Union Tank Car Letter of Credit. In accordance with the requirements of the Sale Order entered by the Bankruptcy Court, no later than Closing, Buyer shall provide by wire transfer (to an account designated by Bank of America, N.A.) of immediately available funds, cash collateral of \$675,000 to Bank of America, N.A. to secure Seller's existing letter of credit issued by Bank of America, N.A. to Union Tank Car Company. Seller may not waive this condition.

1.13 Section 11.2(c)(ii). Section 11.2(c)(ii) of the Purchase Agreement is hereby deleted in its entirety, and is hereby replaced with the following:

(ii) if the Sale Order with respect to the transactions contemplated in this Agreement has not been entered and become a Final Order on or before the forty-seventh (47th) day following the Petition Date, or such later date in accordance with Section 8.5, if such non-entry is not caused by or the result of Buyer's material breach of this Agreement;

1.14 Section 11.2(d)(ii). Section 11.2(d)(ii) of the Purchase Agreement is hereby deleted in its entirety, and is hereby replaced with the following:

(ii) if the Sale Order with respect to the transactions contemplated in this Agreement has not been entered and become a Final Order on or before the forty-seventh (47th) day following the Petition Date, or such later date in accordance with Section 8.5, if such non-entry is not caused by or the result of Seller's material breach of this Agreement; or

1.15 Section 13.1. The definition of "Permitted Liens" in Section 13.1 of the Purchase Agreement is hereby amended by adding to the end of such definition the following:

or (f) Liens imposed by any Assigned Contract; or (g) any liability, obligation, interest, claim or other Lien imposed by or arising out of the Hexion Railcar Agreement and the Ineos Railcar Agreement, or either of them; or (h) any liability, obligation, interest, claim or other Lien imposed by or arising out of the Farm Leases, or any of them.

1.16 Section 13.1. Section 13.1 of the Purchase Agreement is hereby amended by adding the following new definitions in alphabetical order within Section 13.1:

"Farm Leases" means that certain Amended and Restated Cash Rent Farm Lease made and entered into as of January 24, 2012 by and between Haverhill Chemicals LLC, as lessor, and Lockwood Farms (c/o William Lockwood), as lessee; that certain Amended and Restated Cash Rent Farm Lease made and entered into as of January 24, 2012 by and between Haverhill Chemicals LLC, as lessor, and Merrill Howland, as lessee; and that certain Amended and Restated Cash Rent Farm Lease made and entered into as of January 24, 2012 by and between Haverhill Chemicals LLC, as lessor, and Lockwood Farms (c/o William Lockwood) and Merrill Howland, as lessees.

"Hexion Railcar Agreement" means that certain Hexion Short Term Railcar Agreement dated June 22, 2015 by and between Haverhill Chemicals LLC and Hexion Inc.

"Ineos Railcar Agreement" means that certain Short Term Railcar Agreement dated July 6, 2015 by and between Haverhill Chemicals LLC and Ineos Phenol, a division of Ineos Americas, LLC.

1.17 Schedule 1.3(a). Schedule 1.3(a) attached to the Purchase Agreement is hereby deleted in its entirety, and is hereby replaced for all purposes with Exhibit 1 attached to this Amendment.

1.18 Schedule 4.4. Schedule 4.4 attached to the Purchase Agreement is hereby amended to add the following item 3:

3. The promissory note referenced in Section 1.3(h) of the Purchase Agreement purports to prohibit assignment; however, the Parties have determined to request authority to assign the promissory note.

ARTICLE 2
EFFECT OF AMENDMENT

2.1 Effectiveness of Amendment. This Amendment shall be effective upon, and only upon, (a) Buyer's and Seller's receipt of a fully-executed copy of this Amendment, and (b) Buyer's and Seller's receipt of a fully-executed copy of that certain Term Sheet dated as of November 2, 2015 by and among Seller, Buyer, Agent (as Administrative Agent for the Lenders), the Official Committee of Unsecured Creditors of Seller, and Norfolk Southern Railway Company (the "Norfolk Southern Agreement").

2.2 Scope of Amendment. Except as expressly amended hereby, all of the terms and provisions of the Purchase Agreement shall remain in full force and effect.

2.3 Relationship to Purchase Agreement. On and after the date of this Amendment, each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof" or words of like import, and each reference to the Purchase Agreement, including by "thereunder," "thereof" or words of like import in any document, shall mean and be a reference to the Purchase Agreement as amended by this Amendment. Notwithstanding the foregoing, any references to "the date of this Agreement" or the "Agreement Date" shall mean September 18, 2015.

ARTICLE 3
MISCELLANEOUS

3.1 Continuing Effect of Purchase Agreement. This Amendment shall not constitute an amendment or waiver of any provision of or schedule to the Purchase Agreement not expressly referred to herein and shall not be construed as an amendment, waiver or consent to any action on the part of any Party that would require an amendment, waiver or consent of such Party except as expressly stated herein.

3.2 Governing Law. This Amendment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Texas in accordance with the laws applicable to contracts executed in such state (without giving effect to the principles of conflicts of laws thereof).

3.3 Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. This Amendment, and any amendments hereto, to the extent signed and delivered by facsimile (or equivalent electronic transmission), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

3.4 Headings. The article and section headings in this Amendment are for reference purposes only and shall not affect the meaning or interpretation of this Amendment.

3.5 Severability. If any term or provision of this Amendment is found by any Governmental Authority to be illegal, invalid or unenforceable, then the Parties hereby waive such term or provision to the extent that it is found to be illegal, invalid or unenforceable and to the extent that to do so would not deprive one of the Parties of the substantial benefit of its bargain. Such term or provision will, to the extent allowable by law and the preceding sentence, not be voided or canceled but will instead be modified by such Governmental Authority so that it becomes enforceable and, as modified, will be enforced as any other term or provision hereof. All other terms and provisions hereof will remain in full force and effect and are to be construed in accordance with the modified term or provision as if such illegal, invalid or unenforceable term or provision had not been contained in this Amendment.

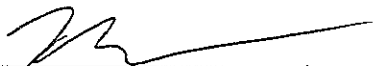
3.6 Acknowledgment. Buyer acknowledges and confirms that as of the date of this Amendment, it has no basis to terminate the Purchase Agreement under Section 11.2(c)(i).

3.7 Agreement Regarding Certain Storage Charges on Railcars. The Parties acknowledge and agree that the conditions of Section 10.2(g) of the Purchase Agreement will be satisfied by payment of the “Transferred Car Payment” and the “Assigned Car Payment” (as those terms are defined in the Norfolk Southern Agreement) to Norfolk Southern Railway Company, which payment will be made by Seller at Closing.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

HAVERHILL CHEMICALS LLC

By: 
Name: THOMAS WELLS
Title: Vice President

ALTIVIA PETROCHEMICALS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

HAVERHILL CHEMICALS LLC

By: _____
Name: _____
Title: _____

ALTIVIA PETROCHEMICALS, LLC

By: *Fred A. Stahelin*
Fred A. Stahelin
Chief Financial Officer

EXHIBIT 1

Revised Schedule 1.3(a)

Assigned Contracts

A. Greenup-Boyd County Riverport Authority:

1. Ground Lease made and entered into June 1, 2014 by and between Greenup-Boyd County Riverport Authority and Haverhill Chemicals LLC

B. Jefferds Corporation:

2. Equipment Lease Agreement (undated) by and between Haverhill Chemicals LLC and Jefferds Corporation for forklift, Model 8FGCU25, Serial No. 15990

C. Xerox Corporation:

3. Xerox WorkCentre Lease dated March 28, 2013 by and between Haverhill Chemicals LLC and Xerox Corporation (covering 13 machines)

D. Fiberon Inc.:

4. Railcar Lease Agreement (undated) by and between Fiberon Inc. and Haverhill Chemicals LLC (executed by Fiberon Inc. on April 20, 2015)
5. Railcar Lease Agreement dated August 17, 2015, by and between Fiberon Inc. and Haverhill Chemicals LLC.

E. Union Tank Car Company:

6. Union Tank Car Company Car Service Agreement effective November 1, 2011 by and between Union Tank Car Company and Haverhill Chemicals, LLC, together with the following Riders thereto (that have not expired):
 - a. Rider No. 6 (effective March 1, 2014) to Car Service Agreement (covering 33 cars)
 - b. Rider No. 5 (effective November 1, 2011) to Car Service Agreement (covering 4 cars), as renewed by renewal agreement dated March 24, 2014 (and revised August 20, 2014)
 - c. Rider No. 4 (effective November 1, 2011) to Car Service Agreement (covering 17 cars)
 - d. Rider No. 2 (effective November 1, 2011) to Car Service Agreement (covering 80 cars), as renewed by renewal agreement dated December 28, 2012 (and revised January 30, 2013)

- e. Rider No. 1 (effective November 1, 2011) to Car Service Agreement (covering 5 cars), as renewed by renewal agreement dated October 26, 2011 and by renewal agreement dated September 17, 2014

**HAVERHILL CHEMICALS LLC
MASTER SERVICE LIST
Case No. 15-34918**

Dated: November 17, 2015

Debtor

Haverhill Chemicals LLC
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By U.S. Mail

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20 Largest Unsecured Creditors

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SunCoke Energy Inc.
Attention: RS Justus
1011 Warrenville Road, Suite 600
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By U.S. Mail

Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510
By U.S. Mail

Nitro Electric
Attention: Jerry Priddy
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Nitro, WV 25143
By U.S. Mail

Veolia ES Industrial Services, Inc.
806 Hoods Creek Pike
Ashland, KY 41101
By U.S. Mail

W.T. Bryan & Associates Inc.
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Cincinnati, OH 45240
By U.S. Mail

FCX Performance
Attention: Kathleen Dodge
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By U.S. Mail

Mersen USA
Attn: Lois Moseley
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By U.S. Mail

Flowserve Corporation
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Dunbar, WV 25064
By U.S. Mail

Union Tank Car Co.
175 W. Jackson Blvd.
Chicago, IL 60604
By U.S. Mail

Pritchard Electric Co.
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Huntington WV 25703-1901
By Fax and E-Mail

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1480 Enterprise Parkway
Twinburg, OH 44087-2242
By U.S. Mail

Covenant Security Services
Attention: Jerry Park
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Bolingbrook, IL 60440
By U.S. Mail

McJunkin Red Man Corp.
Attention: Penny Hall
3384 Teays Valley Road
Hurricane, WV 25526
By U.S. Mail

Liquid Transport LLC
Attention: Jean Kochelle
8470 Allison Pointe Blvd.
Indianapolis, IN 46250
By U.S. Mail

Quality Carriers Inc.
Attention: Tara Boles
4910 Payshere Circle
Chicago, IL 60674
By U.S. Mail

Nitro Mechanical Services
Attention: Paula Kuhn
4300 1st Avenue, Second Floor
Nitro, WV 25143
By U.S. Mail

Mistras Services Group
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Heath, OH 43056
By U.S. Mail

Middough Associates Inc.
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Middough Bldg
Cleveland, OH 44114
By U.S. Mail

Internal Revenue Service

Internal Revenue Service
Insolvency Section
1919 Smith Street
Stop 5024 HOU
Houston, TX 77002
By U.S. Mail

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By U.S. Mail

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Attn: Mr. E. David Aters – Controller
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By U.S. Mail

J&M Steel, Fabrication, & Machining
Attn.: Mark Maynard, President
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