

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>MAXUS ENERGY CORPORATION, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 16-11501 (CSS)</p> <p>Jointly Administered</p> <p>Objection Deadline: June 30, 2017, at 4:00 p.m. (ET)</p> <p>Hearing Date: July 7, 2017, at 10:00 a.m. (ET)</p> <p>Deadline to Submit Higher & Better Offers: June 30, 2017 at 4:00 p.m. (ET)</p>
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**DEBTORS’ MOTION FOR AN ORDER (I) APPROVING AND AUTHORIZING
THE SALE OF THE DEBTORS’ ASSETS FREE AND CLEAR OF
ALL LIENS, INTERESTS, CLAIMS, AND ENCUMBRANCES SUBJECT TO HIGHER
AND BETTER OFFERS, (II) AUTHORIZING THE DEBTORS TO PAY THE
TRANSACTION FEE, (III) APPROVING THE (A) ASSUMPTION AND ASSIGNMENT
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY AND (B) REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NONRESIDENTIAL
REAL PROPERTY, (IV) WAIVING THE REQUIREMENTS OF BANKRUPTCY
RULE 6004(h), AND (V) GRANTING RELATED RELIEF**

By this motion (the “Motion”), the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) seek entry of an order (the “Sale Order”), substantially in the form annexed hereto as **Exhibit A**, pursuant to sections 105, 328, 363, 365, and 1146 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”): (a) approving and authorizing the sale of Debtor Tierra Solutions, Inc.’s (“Tierra”) right, title, and interest in and to certain real property (the “Real Property”) set forth in the Purchase Agreement (as defined herein) and related leases and contracts (together

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Maxus Energy Corporation (1531), Tierra Solutions, Inc. (0498), Maxus International Energy Company (7260), Maxus (U.S.) Exploration Company (2439), and Gateway Coal Company (7425). The address of each of the Debtors is 10333 Richmond Avenue, Suite 1050, Houston, Texas 77042.

with the Real Property, the “Property”) to Mariana Properties, Inc. (the “Purchaser”), an affiliate of Occidental Chemical Corporation (“OCC”),² free and clear of all liens, interests, claims, and encumbrances in connection with that certain purchase and sale agreement (as modified and amended from time to time, the “Purchase Agreement”), a copy of which is annexed hereto as **Exhibit B** subject to higher and better offers; (b) authorizing the payment of a transaction fee (the “Transaction Fee”) to Keen-Summit Capital Partners LLC (“Keen Summit”); (c) approving procedures for the assumption and assignment or rejection of certain executory contracts and unexpired leases of nonresidential real property; (d) waiving the requirements of Bankruptcy Rule 6004(h); and (e) granting related relief. In support of the Motion, the Debtors submit the declaration of Harold Bordwin (the “Bordwin Decl.”) a copy of which is annexed hereto as **Exhibit C**. In further support of the Motion, the Debtors respectfully represent as follows:

PRELIMINARY STATEMENT³

1. Tierra is the owner of five parcels of contaminated Real Property known as “brownfields.” Tierra’s disposition of the Real Property has been a primary concern of numerous parties in interest since the outset of the cases due to the ongoing environmental remediation needed to restore the Real Property and protect public welfare. During these cases, the Debtors retained Keen Summit to market the Real Property and determine whether third parties wanted to acquire the Real Property.

2. Following a robust marketing process, the highest and best bid for a bulk purchase of all five parcels of Real Property is \$21 million (the “Purchase Price”), which exceeds the Debtors’ expectations for a bid for the Real Property. The benefits of the Sale extend far beyond

² The Purchaser’s parent, OCC, is a member of the Creditors’ Committee and its affiliate Occidental Chemical Holding Corporation is the current DIP lender and the prospective exit lender in these Chapter 11 Cases,

³ Capitalized terms used but not otherwise defined in this Preliminary Statement shall have the meanings ascribed to such terms in the Motion.

the financial element. As a preliminary matter, the Sale allows the Debtors to dispose of all of their owned real properties in one transaction.⁴ In the absence of the Sale, as contemplated by the confirmed Plan, the Property will be transferred to the Property Trust. The Liquidating Trust will have to allocate funds to administer the Property Trust, and the Debtors' creditors will have to wait an unspecified amount of time before the Property is monetized for their benefit. Most importantly, the Sale allows for the ongoing remediation of the Real Property to be continued by OCC pursuant to the Transition Agreement. The Sale therefore ensures a smooth transition of remediation obligations related to all of the Debtors' Real Property.

3. Upon filing this Motion, the Debtors, through Keen Summit, will conduct a supplemental marketing and auction process for the Property, which will run between now and the hearing date on this Motion, in an effort to maximize the value of the Property for their estates. Keen Summit will contact prior bidders, including CDC, to ensure that all potentially interested bidders have a fair opportunity to submit a competing bid for any or all of the Property.

4. For the foregoing reasons and those set forth below, the Debtors respectfully request that this Court enter an order approving and authorizing the sale of the Property (the "Sale") to the Purchaser free and clear of all liens, interests, claims, and encumbrances, permitting the Debtors to pay Keen Summit the Transaction Fee, approving the Section 365 Procedures, waiving the requirements of Bankruptcy Rule 6004(h), and granting related relief.

JURISDICTION AND VENUE

5. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended*

⁴ The Debtors' property in Fairport Harbor, Ohio, and Mentor City, Ohio will be conveyed separately by the Debtors to the existing lessee.

Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to rule 9013-1(f) of the Local Rules to the entry of a final order by the Court in connection with the Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

7. The statutory bases for the relief requested in the Motion are sections 105, 328, 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004, and Local Rule 6004-1.

BACKGROUND

8. On June 17, 2016 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors' chapter 11 cases (the "Chapter 11 Cases") are being jointly administered pursuant to rule 1015(b) of the Bankruptcy Rules. On July 7, 2016, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee") pursuant to section 1102 of the Bankruptcy Code. On December 16, 2016, the U.S. Trustee appointed an official committee of retirees pursuant to section 1114 of the Bankruptcy Code (the "Retiree Committee"). On May 22, 2017, the Court entered an order (the "Confirmation Order") confirming the Plan (defined below) proposed by the Debtors and the Creditors' Committee. [Docket No. 1460]. No party has requested the appointment of a trustee or examiner in the Chapter 11 Cases.

THE PROPOSED SALE

A. The Real Property and the Sale

9. As background, prior to the Petition Date, pursuant to an indemnity agreement dating back to 1986, Tierra and Debtor Maxus Energy Corporation (“Maxus”) regularly performed a wide range of environmental investigation and remediation activities on behalf of OCC and sometimes on their own behalf at sites formerly owned or operated by Diamond Shamrock Chemical Company (“DSCC”) and at sites where DSCC had allegedly transported or disposed of hazardous materials from those formerly owned or operated sites. Tierra owns the Real Properties that are the subject of environmental remediation at five sites in New Jersey, Ohio, and Alabama.

10. The Real Property consists of (a) property located at 80-120 Lister Avenue in Newark, New Jersey (the “Lister Avenue Property”), (b) two properties in Kearny, New Jersey located at (i) 1015 Belleville Turnpike, Kearny, New Jersey (the “Belleville Property”) and (ii) 2 O’Brien Road, Kearny, New Jersey (the “O’Brien Property,” and together with the Belleville Property, the “Kearny Properties”), (c) one property located in Painesville, Ohio (the “Painesville Property”), and (d) one property located at 5421 Reichold Road, Tuscaloosa, Alabama (the “Tuscaloosa Property”).

11. The Real Properties are at various stages of remediation and redevelopment as described more fully below:

- **Lister Avenue Property:** The property consists of 5.82 acres across 2 parcels and is located along the Passaic River in an industrial area. The environmental status is considered “Interim Remediation Completed With On-going Management.”
- **Belleville Property:** The property consists of 28.65 acres across 4 parcels. The property has vacant land with access via Belleville Turnpike and frontage on the Belleville Turnpike, Hackensack River, and Amtrak railroad, and has potential for industrial

development. The environmental status is considered “Interim Containment Remedy & Continuous Monitoring.”

- **O’Brien Property:** The property consists of 6.76 acres across 5 parcels. The property has vacant land with manufacturing zoning and has potential for industrial development. The environmental status is considered “Interim Containment Remedy & Continuous Monitoring.”
- **Painesville Property:** The property consists of 1,038.82 acres across 21 parcels. The environmental status is considered “Continuous Monitoring & Active Planning and Investigation.”
- **Tuscaloosa Property:** The property consists of 16.66 acres across 5 parcels and is adjacent to the Black Warrior River. The Environmental status is considered “Interim Remediation Completed with Continuous Maintenance & Monitoring.”

12. On April 19, 2017, the Debtors filed the *(a) Amended Chapter 11 Plan of Liquidation Proposed by Maxus Energy Corporation, et al. and the Official Committee of Unsecured Creditors* [Docket No. 1231] (as the same may be amended, modified, and/or supplemented from time to time, the “Plan”) and the *Amended Disclosure Statement for the Amended Chapter 11 Plan of Liquidation Proposed by Maxus Energy Corporation, et al. and the Official Committee of Unsecured Creditors* [Docket No. 1232] (as the same may be amended, modified, and/or supplemented from time to time, the “Disclosure Statement”). As set forth in the Plan and the Disclosure Statement, the Debtors are in the process of liquidating their assets and the day-to-day responsibility for all of the Debtors’ environmental remediation projects must be transitioned to OCC or to other responsible parties. To that end, Maxus, Tierra, and Glenn Springs Holdings, Inc. (“Glenn Springs”), for the benefit of OCC, entered into a transition agreement (the “Transition Agreement”) to allow the Debtors to complete the transition to Glenn Springs (on behalf of OCC) of environmental remediation activities at former DSCC-related sites. These former DSCC-related sites include the Lister Avenue Property, the Painesville Property, and the Kearny Properties. Effective as of April 17, 2017, the date of entry of the order

approving the Transition Agreement [Docket No. 1208], Tierra ceased its environmental remediation activities and Glenn Springs commenced environmental remediation of certain former DSCC-related sites, including the Lister Avenue Property, the Painesville Property, and the Kearny Properties.

13. The Purchaser will ensure ongoing remediation activities continue in a responsible fashion at the Real Properties, which will minimize the potential threat to human health and the environment that could result if remediation activities at these sites were disrupted or afforded secondary status to other land uses. In addition, the Purchaser will assume all then existing and future investigatory and remedial responsibilities of Tierra at the Tuscaloosa Property. Thus, through the Sale, all of Tierra's remediation obligations at the Real Properties will be addressed without interruption.

14. The closing on the Sale (the "Closing Date") will not be subject to any diligence period or other discretionary termination right for the Purchaser, which greatly reduces the execution risk of the Sale. Upon the Closing Date, the Purchaser will pay the Debtors the Purchase Price, less the Deposit (as defined below). The Purchase Price will be distributed pursuant to the Sale Order, the Plan, and any settlements entered into with third parties.

15. If the Sale Order is not entered by July 10, 2017 or the Closing Date does not occur, the Real Property will be transferred to the property trust (the "Property Trust") as described more fully in Article VIII of the Plan. The Property Trust will (a) hold title to the Real Property until such properties are remediated or otherwise disposed, (b) pay property and other taxes related to the Real Property, (c) ensure security of the Real Property, and (d) enter into agreements with OCC and other potentially responsible parties to provide access to the Real Property for the purpose of conducting environmental remediation activities. The Property Trust

will not have any responsibility to perform any environmental remediation, except for the Alabama O&M (as defined herein). If the Property Trust sells or transfers the Real Property, then any proceeds in excess of those needed to fund the Property Trust's limited purpose will revert to the liquidating trust (the "Liquidating Trust") in accordance with Article VI of the Plan and be distributed in accordance with the Liquidating Trust Waterfall (as defined in the Plan).

16. The Debtors submit that the Sale provides a significant benefit to the estate because the sale proceeds will bring value into the estates for distribution to unsecured creditors, and the Sale ensures that all remediation obligations are addressed and public health is protected.

B. Retention of Keen Summit

17. On December 16, 2016, the Court entered an order granting the Debtors' application to retain Keen Summit as sales broker and consultant with respect to the potential sale of the Debtors' Real Properties (the "Retention Order") [Docket No. 643].

18. Keen Summit is a widely-known and reputable professional consulting firm with significant experience in the representation of debtors and owners of distressed real estate assets in connection with the disposition of real estate and related assets in bankruptcy proceedings and other distressed and insolvency situations.

19. As part of Keen Summit's engagement agreement (the "Engagement Agreement"), upon the closing of any sale of one or more of the Real Properties, the Debtors are obligated to pay Keen Summit the Transaction Fee from the proceeds of the Sale based on the total gross sales price pursuant to an agreed upon commission schedule. Pursuant to the Retention Order, the Debtors, as part of the motion to approve the Sale, are seeking approval of the Transaction Fee on an interim basis, subject to the Court's approval of Keen Summit's final fee application. See Retention Order, ¶6. The amount of the Transaction Fee is \$900,000. Other

than the Transaction Fee, the Debtors have no further obligation to pay Keen Summit additional fees or retainers.

C. The Marketing Process, Qualification of Bidders, and Purchase Agreement

(i) The Marketing Process

20. The Debtors, with Keen Summit's assistance, solicited bids from numerous interested parties, received the highest and best bid from the Purchaser, and are now seeking approval of the Sale to the Purchaser.

21. To begin the sale process, Keen engaged in extensive marketing efforts, including: (a) directly soliciting from a list of buyers and developers of environmentally impacted properties and land preservation organizations; (b) advertising the opportunity to purchase the Real Property in *The Wall Street Journal*, *The New York Times*, *Mid-Atlantic Real Estate Journal*, *NY Real Estate Journal*, *Newark Star Ledger*, *Crain's NY Business*, *Birmingham News*, *Plain Dealer*, *Crain's Cleveland Business* and *Properties Magazine*; (c) advertising the sale opportunity digitally via internet listings, advertisements on websites and in eNewsletters on Institute of Real Estate Management, National Association of Industrial & Office Properties, Source Weekly, Commercial Property Executive, National Real Estate Investor, Brownfield News, Renewal & Redevelopment, National Association of Home Builders, Recreation Management, Deal Acquisition Central, Loopnet Premium Listings, Costar and Showcase by Costar; (d) engaging in two targeted mass e-mails to numerous specialty services including Building Owners and Managers Association, Brownfield & Redevelopment Developers, Venues Today Operators, Property Campaign (180,000 real estate Professionals), PropertyBlast (90,000 brokers and agents), PropertySend (65,000 buyers, developers, and agents), and ePropertypush

(23,000 investors and agents); and (e) sending e-mail notice of the sale opportunity to over 10,000 contacts in Keen's proprietary database. Bordwin Decl., ¶ 5.

22. Keen Summit populated a data room (the "Data Room"), made live on January 23, 2017, from which prospects, subject to a non-disclosure agreement, could access items such as appraisals, architectural drawings, environmental reports, property maps and site plans, and related documents. Id. Keen Summit also created a teaser for the portfolio and each parcel of Real Property that was made available to prospects when they inquired about each or all of the Real Properties. Id.

23. The Debtors' comprehensive marketing process began on January 19, 2017 and concluded on March 22, 2017 (the "Sale Period").

24. During the Sale Period, there were 102 interested prospects, 51 of which executed a non-disclosure agreement and were then given access to the Data Room. Id. ¶ 6. Ultimately, in addition to the offer made by Commercial Development Company ("CDC"), 17 other parties submitted offers by the March 22, 2017 offer deadline (the "Offer Deadline"). Id. The offers included (a) the offer submitted by CDC for all five parcels of the Real Property, (b) 2 offers on the Painesville Property, (c) 9 offers for the Belleville Property, (d) 3 offers on the O'Brien Property, and (e) 3 offers on the Lister Avenue property. Id. There were no offers for the Tuscaloosa Property. Id.

25. After the Offer Deadline passed, the Debtors, the Creditors' Committee, and Keen Summit reviewed the various offers. Thereafter, the parties contacted CDC and certain other entities that had made offers on individual parcels of Real Property and asked these bidders to improve the terms of their offers by April 3, 2017. Id. ¶ 7. The Debtors and Creditors' Committee analyzed the modified offers on April 7, 2017 and the Debtors began negotiations

with CDC, who had the highest and best bid in the amount of \$19,350,000 for all five properties. Id. The Debtors subsequently received an offer from an affiliate of OCC that the Debtors have determined is higher and better than the package offer made by CDC and have decided to move forward at this time, subject to higher and better offers being received. The offer by OCC (through its affiliate, the Purchaser), in addition to being substantially higher than the CDC bid, significantly reduces the execution risk of the Sale by removing any “Investigation Period” and discretionary termination rights of the Purchaser and ensuring a prompt Closing Date after the entry of the Sale Order. It also ensures a smooth transition of environmental remediation obligations by transferring the Real Property to an affiliate of the entity performing remediation obligation at most of the sites. Among other things, the Debtors also considered that the OCC offer was higher and better than the CDC offer because it does not require payment of a break-up fee and shifts the cost of the title policy to the Purchaser. Bordwin Decl., ¶ 8.

26. The Debtors will accept other higher and better offers for the Real Property between June 16, 2017, and June 30, 2017. If the Debtors receive higher and better offers, then an auction will take place on July 5, 2017, with the winning bidder identified at the conclusion of the auction. Keen Summit will contact all prior bidders and ask them to confirm whether they wish to submit new bids. Ground rules for the bidding include: (a) prospective bidders must mark up the Purchase Agreement, (b) prospective bidders must provide a good faith deposit in the amount of 10% of their purchase price, (c) prospective bidders must agree that their bid is irrevocable and not subject to any further diligence, financing or corporate approvals, and , as to the Successful Bid and the Back-Up Bid (each as defined below) will remain binding and irrevocable for 45 days after the Sale Hearing (as defined below) or the closing of a transaction, (d) bids will be accepted for individual Real Properties, or for the Real Property as a whole, and

(e) the winning bidder (the “Successful Bid”) and the next highest and best bid (the “Back-Up Bid”) will be determined by the Debtors after consulting with the Creditors’ Committee. Bordwin Decl., ¶ 11.

27. Factors to be considered in determining the highest and/or best bid shall include the (a) the purchase price, (b) the purchaser’s ability to close the transaction quickly, (c) the contingencies or conditions to closing, (d) ability to provide adequate assurance of future performance for any contracts to be assumed and assigned to the purchaser, and (e) other benefits or cost-savings to the Debtors’ estates. Bordwin Decl., ¶ 12.

28. If the existing DIP lender or the Creditors’ Committee disagrees with respect to the determination of the higher and better bid, then the Court shall determine the highest and best bid. The Debtors will promptly notify the Contract Counterparties (as defined herein) of the identity of the winning bidder (or the identities of any potential winning bidders, in the event the Debtors’ determination of the highest and best bid is disputed by the DIP lender or the Creditors’ Committee). Bordwin Decl., ¶ 11.

29. The Purchaser is not an “insider” or an “affiliate” (as those terms are respectively defined in section 101 of the Bankruptcy Code) of any of the Debtors. No common identity of current officers and directors exists between the Purchaser and any of the Debtors. Bordwin Decl., ¶ 13.

(ii) *The Sale Order and the Purchase Agreement*

30. The Debtors and the Purchaser have negotiated the terms for the purchase and sale of the Real Property and related leases and contracts.

31. The salient terms of the Purchase Agreement are as follows:⁵

- **Purchased Assets** (Purchase Agreement, ¶1): All of Tierra's right, title and interests in and to the following:
 - The Real Property.
 - All leases and other occupancy agreements that affect any portion of the Real Property (collectively, the "Leases") and have been approved in writing by the Purchaser, together with any security deposits that are held by Tierra with respect to any Leases, and any guaranties of the obligations of the tenant or occupant under any Leases.
 - All written contracts and agreements to which Tierra is a party, or by which Tierra is otherwise legally bound, that relate to the operation, alteration, repair or maintenance of the Real Property (the "Contracts") and have been approved in writing by Purchaser.
 - All of Tierra's books and records (or copies thereof), including all information and data on computers owned or leased by the Tierra or otherwise on premises occupied by Tierra, and all rights of access to such data ("Books and Records"). For the avoidance of doubt, the Books and Records shall include any of the Tierra's books and records (or copies thereof) that relate to the PT Insurance Policies (as such term is defined in the Plan).
 - All of Tierra's right, title and interest in the PT Insurance Policies that relate to the Property.
 - Those items of personal property described on Exhibit A-7 to the Purchase Agreement that have been approved in writing by the Purchaser pursuant to Section 2.5.2 of the Purchase Agreement.
- **Purchase Price** (Purchase Agreement, ¶2.1.1): The Purchaser shall pay \$21,000,000 for the Property. On the Closing Date, the Purchaser shall assume the Alabama O&M, and all of Tierra's obligations and liabilities under the NOV (as defined below). The Purchaser's assumption of the Alabama O&M and obligations and liabilities under the NOV constitutes an economic benefit to Tierra the value of which shall constitute a portion of the Purchase Price in the amount of \$4,000,000 (such portion of the Purchase Price, the "O&M Consideration"). On the Closing Date, (A) the Deposit (as defined below) (together with all interest accrued thereon) shall be credited and applied toward the payment of the Purchase Price, (B) the O&M Consideration shall be credited and applied toward the payment of the Purchase Price, and (C) Purchaser shall pay and deliver to Tierra, in Good Funds (defined below), the balance of the

⁵ The summary of the Purchase Agreement contained herein is qualified in its entirety by the terms of the Purchase Agreement.

Purchase Price together with any additional amounts that may be chargeable to Purchaser on account of any prorations allocable to Purchaser pursuant to the terms of the Purchase Agreement.

- **Deposit** (Purchase Agreement, ¶2.1.2): The Purchaser will deposit into an escrow (the “Escrow”) with EAM Land Services, Inc., 6901 Jericho Turnpike, Syosset, New York, 11791 (the “Escrow Holder”), as authorized agent for its underwriter, First American Title Insurance Company an amount equal to \$1,000,000.00 (the “Deposit”) in immediately available, good funds (funds delivered in this manner are referred to herein as “Good Funds”), pursuant to the Purchase Agreement and the escrow provisions attached as Exhibit B thereto and incorporated therein by reference. The Deposit, as and when paid into Escrow, will be held by Escrow Holder in an interest-bearing account at a FDIC-insured banking institution mutually acceptable to Buyer and Tierra. Any interest earned on the Deposit shall be considered to be part of the Deposit and shall constitute income to Purchaser unless and until the Deposit is released to Tierra pursuant to the terms of this Agreement. The Deposit shall be non-refundable to the Purchaser except as otherwise provided in the Purchase Agreement, the Deposit will be applied to the Purchase Price at Closing (as defined in the Purchase Agreement). Except as otherwise provided in the Purchase Agreement, the Deposit will be applied to the Purchase Price at Closing.
- **Assumed Alabama Responsibilities** (Purchase Agreement, ¶2.2.1): The Purchaser acknowledges that Tierra has performed certain remediation, and continues to perform certain long-term pump and treat system operation and maintenance and associated monitoring and regulatory reporting efforts, with respect to the portion of the Real Property located in Holt, Alabama (such ongoing efforts, collectively referred to herein as the “Alabama O&M”). The Purchaser further acknowledges that Tierra performs such Alabama O&M on an ongoing basis in response to a Notice of Violation, GW89-7-3, dated November 1, 1989 from the Alabama Department of Environmental Management (the “NOV”). Effective as of the Closing Date, Purchaser shall assume all then existing and future investigatory and remedial responsibilities and obligations of Tierra arising in connection with the Real Property located in Holt, Alabama and the NOV, including with regard to the Alabama O&M, and the Parties acknowledge and agree that from and after the Closing Date, Tierra shall have no responsibilities or obligations whatsoever (whether such obligations or liabilities arose prior to or after the Closing Date) with respect to the Real Property located in Holt, Alabama, the Alabama O&M or the NOV. Notwithstanding the foregoing or anything else herein to the contrary, the Purchaser is not assuming the following responsibilities, obligations, and liabilities: (i) any offsite conditions even if naturally migrating from the site; (ii) unpaid fines and penalties accruing prior to Closing; (iii) natural resource damages; (iv) non investigatory/remedial environmental liabilities such as claims for injury or damage to interests of third-parties (e.g. claims of bodily injury or death; claims for diminution in value; claims by 3rd parties for property damage); and/or (v) any pre-Closing failure of

Tierra (or Tierra's environmental professionals, contractors or subcontractors) to comply with ADEM requirements (including, without limitation, the Alabama O&M and the NOV).

- **Non-Assumed Responsibilities** (Purchase Agreement, ¶2.2.3) Except as specifically described in subsection 2.2.1 of the Purchase Agreement, Purchaser is not assuming any obligations or responsibilities arising out of, for, or related to the pre-existing environmental conditions at or emanating from the Real Properties. Except as specifically described in subsection 2.2.1 of the Purchase Agreement, Purchaser's assumed obligations and responsibilities for environmental conditions at the Real Properties shall be limited only to those new and adverse environmental conditions first arising and occurring after Closing and which are causally unrelated to pre-existing adverse environmental conditions. Neither Buyer nor Buyer's successors-in-title (nor the respective lenders and tenants thereof) shall be liable for pre-existing environmental conditions nor shall any of them have any liability for failing to prevent, stop, limit, or restrict continuing releases or migration of pre-existing hazardous substances after Closing; such obligations are solely and exclusively the obligations of other persons or entities responsible under law or contract. Notwithstanding the foregoing, Buyer may not knowingly, willfully or negligently exacerbate pre-existing adverse environmental conditions and agrees to reasonably cooperate, at no out-of-pocket expense to itself, with any remedial efforts by responsible parties and/or regulatory agencies. For avoidance of doubt, this Agreement is not intended to create (i) a successor relationship between Purchaser and Tierra with regard to Tierra's liability or potential liability under CERCLA, analogous state statutes or common law as to the Real Properties or otherwise, or (ii) an assumption by Purchaser of such liabilities.
- **Closing Date** (Purchase Agreement, ¶3.2): The Closing Date shall be held on or before the date which is fifteen (15) days following the Sale Approval Date, or on such earlier date as Purchaser may designate upon five (5) business days' prior written notice to Tierra, or on such other date as may be mutually agreed upon by Tierra and Purchaser.
- **As-is Sale** (Purchase Agreement, ¶7.1): Purchaser specifically acknowledges and agrees that, except as expressly provided in the Purchase Agreement and any document executed by Tierra and delivered to Purchaser at closing, Tierra is selling and the Purchaser is purchasing the Property on an "as is and with all faults" basis and the Purchaser is not relying on any representations or warranties of any kind whatsoever, express or implied, from Tierra or its representatives as to any matters concerning the Property.
- **Upset Purchaser** (Purchase Agreement, ¶¶8.1):
 - In the event that a third party (an "Upset Purchaser") and the underlying agreement between the Upset Purchaser and Tierra, the "Upset

Agreement”) is approved by the Bankruptcy Court as the purchaser of the Property at the hearing on the Motion then the Purchase Agreement shall not terminate, but rather shall become a “back-up bid” that shall remain open for acceptance by Tierra for a period of sixty (60) days following such hearing, but subject and subordinate in all respects to the rights of the Upset Purchaser under the Upset Agreement. Upon entry of the Sale Order in accordance with the provisions of this Section 8.1 (such entry date being referred to herein as the “Sale Approval Date”), the condition set forth in this Section 8.1 shall conclusively be deemed satisfied.

- **Keen Summit Fee** (Sale Order, ¶ 34): The Transaction Fee will be paid on the Closing Date from the sale proceeds, but, notwithstanding the foregoing, the Transaction Fee shall be subject to the Court’s approval of Keen Summit’s final fee application.
- **Relief from Bankruptcy Rule 6004(h)** (Sale Order, ¶ 40): The Purchaser has expressed significant interest in closing the Sale. The Debtors believe that a waiver of the 14-day stay in Bankruptcy Rule 6004(h) is necessary to bring certainty to the Sale. The Debtors further believe that such relief is appropriate given that the Sale was extensively marketed and notice of the Sale was provided to all interested parties.

32. The Purchaser will deposit \$1,000,000 with the Escrow Holder. The closing of the Sale is subject to, among other things, approval by this Court and approval by the existing DIP lender at or before the hearing on the Sale (the “Sale Hearing”). Moreover, as discussed below, the Sale of the Property will be “free and clear” to the broadest extent possible under section 363(f) of the Bankruptcy Code and any party asserting a lien, claim, encumbrance (other than permitted encumbrances), or other interest in the Property that opposes such relief must object to this Motion or otherwise be deemed to consent to the relief herein and any valid lien, claim, encumbrance, or other interest shall attach to the respective proceeds.

33. The Debtors submit that the Property was thoroughly marketed to all potential interested parties, the marketing and bidding process was conducted in a manner consistent with industry norms, and that the Purchase Price to be paid by the Purchaser represents the highest and best price for the Property. Bordwin Decl., ¶ 10.

(iii) Assumption and Rejection of Executory Contracts and Unexpired Leases

34. The Debtors are party to executory contracts and unexpired leases in connection with the use and remediation of the Real Property. In connection with confirmation of the Plan, on April 21, 2017, the Debtors filed a schedule [Docket No. 1254] (the “Assumption Schedule”), which identified, *inter alia*, certain executory contracts and unexpired leases related to the Real Property that the Debtors proposed to assume and assign to the Property Trust (the “Potential Designated Contracts”). Under the terms of the Purchase Agreement, the Purchaser (or the Upset Purchaser, if applicable) has the option to designate any of the Potential Designated Contracts for assumption and assignment (such contracts, the “Designated Contracts”).

35. The Debtors submit that the filing and serving of the Assumption Schedule provided notice of potential assumption and assignment to the non-debtor contract counterparties to each of the Potential Designated Contracts (the “Contract Counterparties”). The Assumption Schedule gave each Contract Counterparty until May 5, 2017, at 4:00 p.m. to object to, among other things, the proposed amount necessary to cure all monetary defaults, if any, under each Potential Designated Contract (the “Cure Costs”) existing as of the filing of the Assumption Schedule (the “Assumption Schedule Filing Date”). The Debtors submit that, to the extent that (a) any such Contract Counterparty did not object to the proposed Cure Cost listed on the Assumption Schedule, and (b) that the Cure Cost listed on the Assumption Schedule is included in the Cure Cost listed on the Section 365 Notice (defined below), each Contract Counterparty has waived its right to object to the Cure Cost on account of any default that occurred prior to the Assumption Schedule Filing Date.

36. The Purchaser presently does not intend to designate any of the Potential Designated Contracts as Designated Contracts, other than the contract between Tierra and

Highland Technical Services. To facilitate the assumption and assignment of Designated Contacts and the rejection of Potential Designated Contracts that are not being assumed and assigned in connection with the Sale, the Debtors seek approval from the Court for certain procedures set forth below (the “Section 365 Procedures”). The Section 365 Procedures will give the Contract Counterparties notice of (a) the possibility that their respective Potential Designated Contracts will either be assumed and assigned or rejected in connection with the Sale, (b) the opportunity to object to such assumption and assignment (other than with respect to the Cure Cost on account of any default that occurred prior to the Assumption Schedule Filing Date) or rejection, and (c) the opportunity to file a proof of claim against the Debtors’ estates on account of any such rejection.

37. The Section 365 Procedures consist of the following:

- a. The Debtors will prepare a notice (the “Section 365 Notice”), in substantially the form attached hereto as **Exhibit D**, which specifies each of the Potential Designated Contracts, including the name of the respective Contract Counterparty and the proposed Cure Cost, if any. The Section 365 Notice will advise the Contract Counterparties that their Potential Designated Contract may be either (a) assumed and assigned to the Purchaser or the Upset Purchaser (as applicable), or (b) deemed rejected as of the Closing. Within two business days following the filing of this Motion, the Debtors will serve, via first class mail, the Section 365 Notice on all Contract Counterparties.
- b. A Contract Counterparty listed on a Section 365 Notice may file and serve on the Notice Parties (defined below) an objection (a “Contract Objection”) to (a)(i) the proposed assumption and assignment of the applicable Designated Contract (other than with respect to the Cure Cost on account of any default that occurred prior to the Assumption Schedule Filing Date) and (ii) the ability of each of the Purchaser or the Upset Purchaser to provide adequate assurance of future performance, or (b) the proposed rejection of the applicable Potential Designated Contract as of the Closing Date. All Contract Objections must be in writing, state with specificity the basis for the objection, and comply with the Bankruptcy Rules and the Local Rules.
- c. Except as otherwise provided in the Section 365 Procedures, Contract Objections must be filed and served on the following parties no later than

4:00 p.m. (prevailing Eastern Time) on June 30, 2017 (the “Objection Deadline”): (i) co-counsel for the Debtors, Morrison & Foerster LLP, 250 West 55 Street, New York, New York 10019, Attn: Jennifer L. Marines and Jordan A. Wishnew, and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Joseph Barry; (ii) counsel to the Purchaser, White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Christopher Shore and Thomas MacWright; and (iii) the Office of the United States Trustee, J. Caleb Boggs Federal Building, Room 2207, 844 North King Street, Wilmington, Delaware 19801, Attn: David L. Buchbinder and Linda J. Casey (collectively, the “Notice Parties”).

- d. Solely to the extent that a Contract Objection relates to the ability of any Upset Purchaser to provide adequate assurance of future performance, the Contract Objection must be filed **prior to the Sale Hearing** and served on the Notice Parties as soon thereafter as is reasonably practicable.
- e. If a Contract Counterparty files a Contract Objection in a manner that is consistent with the Section 365 Procedures, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid or reserved with respect to such objection will be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.
- f. If the Contract Counterparty to any Designated Contract does not file and serve a Contract Objection in a manner that is consistent with the Section 365 Procedures, unless otherwise provided by order of the Court, (a) the Cure Costs, if any, set forth in the Section 365 Notice will be controlling, notwithstanding anything to the contrary in any Designated Contract or any other document, and (b) the Contract Counterparty will be deemed to have consented to both (i) the assumption and assignment of the Potential Designated Contract and the Cure Costs, if any, and will be forever barred from asserting any claim related to such Potential Designated Contract for any default occurring or continuing prior to the Objection Deadline against the Debtors, the Purchaser, the Upset Purchaser, or the property of any of them, and (ii) the rejection of the Potential Designated Contract as of the Closing Date.
- g. Within two (2) business days of the Closing Date, the Debtors shall send a notice (the “Closing Notice”) to each Contract Counterparty stating (i) the date on which the Closing occurred, and (ii) whether their Potential Designated Contract has been assumed and assigned to the Purchaser (i.e., is a Designated Contract), or deemed rejected by the Debtors, in each case as of the Closing Date and pursuant to the Sale Order.
- h. Any proof of claim based on the rejection of a Potential Designated Contract must be filed with Prime Clerk LLC and served on the Debtors

no later than thirty (30) days after the date of the Closing Notice. Proof of Claim forms may be obtained at the following websites: <https://cases.primeclerk.com/maxus> or <http://www.uscourts.gov/forms/bankruptcy-forms/proof-claim-0>. Any claim based upon such rejection not filed within such time shall be automatically disallowed, forever barred from being asserted, and unenforceable against the Debtors, any trust provided for in the Plan, or their respective assets or properties, without the need for any objection or further notice to, or action, order, or approval of, the Court.

ARGUMENT

A. The Court Should Approve the Relief Requested as a Sound Exercise of the Debtors' Business Judgment

38. The Sale should be approved as a sound exercise of the Debtors' business judgment. Section 363(b)(1) of the Bankruptcy Code provides, in pertinent part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). A debtor must demonstrate a sound business justification for a sale or use of assets outside the ordinary course of business. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *Dai-Ichi Kangyo Bank Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 175-76 (D. Del. 1991). Once a court determines that a valid business justification exists for a sale outside of the ordinary course of business, the court must determine whether (a) adequate and reasonable notice of the sale was given to interested parties, (b) the sale will produce a fair and reasonable price for the property, and (c) the parties have acted in good faith. *See In re Elpida Memory, Inc.*, No. 12-10947 (CSS), 2012 WL 6090194, at *5 (Bankr. D. Del. Nov. 20, 2012); *In re Exaeris, Inc.*, 380 B.R. 741, 744 (Bankr. D. Del. 2008). The Sale meets each of these requirements.

39. A strong business justification exists for the Sale because the Debtors are in the midst of liquidating their assets and the Sale will allow the Debtors to maximize the value of the

Real Property for the benefit of their creditors and provides for disposition of all remaining Real Property in a single transaction with little risk of not closing. Moreover, a strong business justification exists for payment of the Transaction Fee because Keen Summit facilitated the Sale, payment was previously contemplated by the Retention Order, and the Transaction Fee is the only payment due Keen Summit for procuring the Purchaser. In addition, the marketing and bidding process outlined above satisfied each of the remaining requirements for approval of a sale under section 363 of the Bankruptcy Code by (a) providing more than ample notice of the proposed sale process, (b) facilitating a value-maximizing Sale, and (c) ensuring an unbiased and good faith sale process.

40. The Debtors, through Keen Summit, provided more than sufficient notice of the opportunity to bid on the Property. As described above, Keen Summit engaged in extensive marketing efforts, including: (a) directly soliciting a list of buyers and developers of environmental impacted properties and land preservation organizations; (b) advertising the opportunity to purchase the Real Property in major national and local newspapers; (c) advertising the sale opportunity digitally via internet listings, advertisements on websites and in eNewsletters on targeted industry publications; (d) engaging in two targeted mass e-mails to numerous services that specialize in brownfields and/or real estate transactions; and (e) e-mailing notice of the sale opportunity to over 10,000 contacts in Keen's proprietary database. Bordwin Decl., ¶ 5. Moreover, the Debtors will notify all prior bidders of the Purchase Agreement, provide them with the opportunity to submit a higher and better offer, and, if necessary, conduct an auction, before the Sale Hearing. Thus, each entity potentially interested in purchasing the Real Property should be assured that their respective rights will be protected and that the sale process will be fair and reasonable.

41. The Sale has produced a price that is fair and reasonable as the Purchase Price represents the best and highest offer out of the bids submitted to date. The Sale is for all of the Real Property. The Sale is not subject to any discretionary termination rights and only minimal condition precedents, thereby increasing deal certainty and minimizing execution risk. The Purchaser is not an “insider” or an “affiliate” (as those terms are respectively defined in section 101 of the Bankruptcy Code) of any of the Debtors. No common identity of current directors and officers exists between the Purchaser and any of the Debtors. Finally, the Debtors and the Purchaser negotiated the terms of the deal at arm’s length and in good faith, and in the absence of any collusion or any similar conduct that would permit the Sale to be avoidable under section 363(n). Therefore, the Sale should be approved as a sound exercise of the Debtors’ business judgment and the Purchaser should be afforded all of the protections of Bankruptcy Code section 363(m). *See Abbotts Dairies of Pennsylvania Inc.*, 788 F. 2d 143 (3rd Cir. 1986).

B. Sale Free and Clear of Liens, Claims, Encumbrances and Interests and Distribution of Proceeds

42. The Debtors seek to sell the Real Property free and clear of all liens, claims, encumbrances, and other interests (collectively and as further specified in the Sale Order, the “Interests”). Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party’s interest in the property if: (a) applicable nonbankruptcy law permits such a “free and clear” sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f). Courts have interpreted the requirements of section 363(f) of the Bankruptcy Code to be disjunctive. *See In Re Elliot*, 94

B.R. 343, 345 (Bankr. E. D. Pa. 1988). Accordingly, if any of the five conditions set forth in section 363(f) are met, then a debtor is empowered to sell property free and clear of liens. *Id.*

43. The Sale of the Property to the Purchaser will satisfy the requirements of section 363(f). All relevant parties will have sufficient notice and the ability to object to this Motion. Accordingly, if a party with an interest in the Property does not timely object to a transaction in accordance with the proposed procedures, the Debtors submit that such party should be deemed to have consented to the Sale within the meaning of section 363(f)(2) of the Bankruptcy Code. *See Hargrave v. Township of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (finding failure to object to sale free and clear of liens, claims, and encumbrances satisfies section 363(f)(2)).

C. The Debtors are Authorized to Pay the Transaction Fee

44. Pursuant to the Retention Order, Keen Summit shall be paid the Transaction Fee pursuant to section 328(a) of the Bankruptcy Code in accordance with the percentage fee schedule set forth in the Engagement Agreement. Prior to and during the Sale Period, Keen Summit diligently performed its duties under the Engagement Agreement and ultimately secured a winning bidder for the Property. The Transaction Fee is reasonable and consistent with the compensation provided for in the Retention Order and the Debtors should therefore be authorized to pay the Transaction Fee directly from the Sale Proceeds.

D. Assignment of the Designated Contracts Should Be Authorized

45. Section 365(a) of the Bankruptcy Code provides, in relevant part, that a debtor in possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). Further, section 365(f) of the Bankruptcy Code provides that the “trustee may assign an executory contract . . . only if the trustee assumes

such contract . . . and adequate assurance of future performance . . . is provided. . . .” 11 U.S.C. § 365(f)(2). Assumption and assignment of the Designated Contracts in connection with the Sale is appropriate.

(i) **Assignment of the Designated Contracts is a Reasonable Exercise of the Debtors’ Business Judgment**

46. Assumption or rejection of a contract is a matter of the debtor’s business judgment. *See Nat’l Labor Relations Bd. v. Bildisco and Bildisco (In re Bildisco)*, 682 F.2d 72, 79 (3d Cir. 1982), *aff’d sub nom., N.L.R.B. v. Bildisco & Bildisco*, 465 U.S. 513 (1984) (“The usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.”); *In re Physiotherapy Holdings, Inc.*, 506 B.R. 619, 622 (Bankr. D. Del. 2014) (citing *In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003)). A debtor’s decision in this regard is “entitled to great deference from the Court.” *See In re Armstrong World Indus.*, 348 B.R. 136, 162 (Bankr. D. Del. 2006). In order to satisfy the business judgment test, a debtor must only show that assumption or rejection of an executory contract will benefit the estate. *See Bildisco*, 682 F.2d at 79; *see also In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (“Under the business judgment standard, the sole issue is whether the rejection benefits the estate.”).

47. The Designated Contracts may be necessary for the Purchaser’s continued operation of the Debtors’ assets. Accordingly, to facilitate the Sale and to maximize the value received for the Debtors’ assets, the Debtors request approval under section 365 of the Bankruptcy Code of (a) the Section 365 Procedures, and (b) the Debtors’ assumption and assignment of the Designated Contracts to the Purchaser. The Debtors further request that the Sale Order provide that the Designated Contracts will be transferred to, and remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provisions in the Designated

Contracts, including those described in sections 365(b)(2), 365(f)(1), and 365(f)(3) of the Bankruptcy Code, that may purport to prohibit such assignment.

48. The Debtors also request that the Sale Order provide that to the extent any provision in any Designated Contract assumed and assigned (a) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, such assumption or assignment (including, without limitation, any “change of control” provision), or (b) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (i) the commencement of the Cases, (ii) the insolvency or financial condition of the Debtors at any time before the closing of the Cases, (iii) the Debtors’ assumption and assignment of such Designated Contract, or (iv) the consummation of the Sale, then such provisions shall be deemed modified so as to not entitle the non-Debtor party thereto to prohibit, restrict or condition such assumption or assignment, to modify, terminate or declare a breach or default under such Designated Contract, or to exercise any other default-related rights or remedies with respect thereto, including, without limitation, any such provision that purports to allow the non-Debtor party thereto to recapture such Designated Contracts, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. The Debtors request that all such provisions be deemed to constitute unenforceable anti-assignment provisions and are void and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

**(ii) Adequate Assurance of Future Performance
by the Successful Bidder**

49. Once an executory contract or unexpired lease is assumed, the trustee or debtor in possession may generally elect to assign such contract, so long as it cures any defaults and provides adequate assurance of future performance. *See* 11 U.S.C. § 365(f)(2)(B) (a debtor may

assign an executory contract or unexpired lease of nonresidential property if “adequate assurance of future performance by the assignee of such contract or lease is provided. . . .”). The requirements to show “adequate assurance of future performance” will depend on the facts and circumstances of each case, but should be given a “practical, pragmatic construction.” *In re DBSI, Inc.*, 405 B.R. 698, 708 (Bankr. D. Del. 2009); *see also Cinicola v. Scharffenberger*, 248 F.3d 110, 120 n.10 (3d Cir. 2001).

50. Adequate assurance is considered to be something less than an absolute guarantee. *See, e.g., In re DBSI, Inc.*, 405 B.R. at 708; *In re Carlisle*, 103 B.R. at 538 (“Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.”); *In re Decora Indus.*, No. 00-4459 (JJF), 2002 WL 32332749, at *8 (D. Del. May 20, 2002) (“[A]dequate assurance falls short of an absolute guaranty of payment.”). Adequate assurance may be provided by demonstrating the assignee’s financial stability and experience in managing the type of enterprise or property assigned. *In re Filenes Basement, LLC*, No. 11-13511 (KJC), 2014 WL 1713416, at *11-12 (Bankr. D. Del. April 29, 2014) (approving assignment under section 365(f)(2) based on testimony that assignee would be able to satisfy obligations going forward through ongoing equity contributions and assignee had incentive to perform to avoid losing investment); *In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (finding adequate assurance of future performance present when the prospective assignee had the financial resources to perform, had experience in same industry, and had expressed a willingness to devote sufficient funding to the business if needed in order to give it a strong likelihood of succeeding); *In re Decora Indus.*, 2002 WL 32332749, at *8 (finding that the Debtors demonstrated adequate assurance of future performance through the financial solvency of the assignee and the assignee’s investment in the debtor).

51. The Debtors contemplate that the Purchaser will be able to provide adequate assurance of future performance in connection with any Designated Contracts because the Purchaser has the financial wherewithal and ability to consummate the Sale. The Purchaser is a Delaware corporation that has been in existence since March 1994 (originally named Weir's Creek Holdings, Inc.) with its main business purpose being to hold properties for disposition by the Occidental group. It owns, directly or indirectly through wholly-owned subsidiaries, properties in seven different States. The Purchaser is a wholly owned subsidiary of Glenn Springs Holdings, Inc. ("GSH"), a Delaware corporation in existence since February 1993, and an affiliate of OCC. GSH's main activity is to manage legacy sites and issues for Occidental Petroleum Corporation ("OPC") and its affiliates, including OCC. The Purchaser is part of the same tax consolidation as OCC and OPC. Bordwin Decl., ¶ 9.

52. If needed, the Debtors and the Purchaser (or a potential Upset Purchaser) will present additional facts at the Sale Hearing to show the financial credibility, willingness, and ability to perform under the Designated Contracts. The Sale Hearing thus will afford the Court and other interested parties the opportunity to evaluate the ability of the ultimate purchaser to provide adequate assurance of future performance under the Designated Contracts, as required under section 365(f)(2)(B) of the Bankruptcy Code.

53. Moreover, as set forth above, the Debtors have filed the Assumption Schedule, which sets forth the Cure Cost that the Debtors believe are due under each of the Potential Designated Contracts as of the Assumption Schedule Filing Date. To the extent that (a) the non-debtor counterparties did not object to the proposed Cure Costs listed on the Assumption Schedule, and (b) those Cure Costs are included in the Cure Costs listed on the Section 365

Notice, the Contract Counterparties have waived their right to object to the Cure Costs on account of any default that occurred prior to the Assumption Schedule Filing Date.

54. Accordingly, the Debtors submit that implementation of the Section 365 Procedures regarding assumption and assignment of the Designated Contracts is appropriate in these cases.

E. Rejection of the Rejected Contracts Should be Authorized

55. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *see also In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). “[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in possession to use valuable property of the estate and to ‘renounce title to and abandon burdensome property.’” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993).

56. Courts defer to a debtor’s business judgment in rejecting an executory contract or unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the “business judgment” standard used to approve rejection of executory contracts and unexpired leases); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the “business judgment” standard used to approve rejection of executory contracts).

57. The “business judgment” standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will

benefit a debtor's estate. *See In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) ("To meet the business judgment test, the debtor in possession must 'establish that rejection will benefit the estate.' ") (citation omitted); *In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) ("In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.") (quoting *G Survivor*, 171 B.R. at 757)). Further, under the business judgment standard, "[a] debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of 'bad faith, or whim or caprice.'" *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

58. The Debtors have reviewed the Potential Designated Contracts and have determined that any Potential Designated Contract that is not assumed and assigned in connection with the Sale should be rejected as of the Closing Date. In light of the Debtors' anticipated liquidation of its assets pursuant to the Plan, the Potential Designated Contracts are no longer necessary for or beneficial to the Debtors' ongoing businesses, and create unnecessary and burdensome expenses for the Debtors' estates. The Debtors have determined that no meaningful value would be realized by the Debtors if the Potential Designated Contracts were assumed and assigned to third parties. Accordingly, the Potential Designated Contracts should be rejected as of the Closing Date to the extent they are not assumed and assigned in connection with the Sale.

F. The Sale Is Exempt from Applicable Taxes under Section 1146(a)

59. The sale of the Real Property is taking place "under a plan confirmed under section 1129" of the Bankruptcy Code as contemplated under section 1146(a) of the Bankruptcy Code, and therefore is exempt from any and all sales, transfer, recording, stamp tax, or similar

taxes. In the Third Circuit, the tax exemption provided by section 1146 applies where a confirmed chapter 11 plan provides “the authority for the transaction.” *See In re Hechinger Inv. Co. of Delaware, Inc.*, 335 F.3d 243, 252 (3d Cir. 2003). As noted above, the Plan has been confirmed by the Court and the Confirmation Order is final. The Plan expressly contemplates that the Debtors may “sell all of the [Real Property] to one or more third parties.” *See* Plan Art. VIII.A. Accordingly, the Sale is therefore exempt from any sales, transfer, recording, stamp or similar taxes.

G. Relief Under Bankruptcy Rule 6004(h)

60. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Here, a waiver of the stay is appropriate because the Sale was extensively marketed and notice of the Sale was adequately provided to all parties-in-interest. In addition, the Purchaser has expressed significant interest in closing the transaction as soon as practicable. Due to such facts and the posture of the Debtors’ bankruptcy cases in general, the Debtors request that the Sale Order be effective immediately by providing that the 14-day stay under Bankruptcy Rule 6004(h) is waived.

NOTICE

61. Notice of the Motion will be given to the following parties or, in lieu thereof, to their counsel: (a) the U.S. Trustee; (b) the Creditors’ Committee; (c) the Retiree Committee; (d) YPF S.A. and YPF Holdings, Inc.; (e) Occidental Chemical Corporation; (f) the Internal Revenue Service; (g) the U.S. Environmental Protection Agency; (h) the U.S. Department of Justice; (i) the New Jersey Department of Environmental Protection and other applicable state environmental agencies; (j) the offices of the attorneys general for the states in which the

Debtors operate; (k) the Pension Benefit Guaranty Corporation; (l) all entities known to have asserted any lien, charge, claim or encumbrance on the Property; (m) all parties who submitted bids on the Real Property; and (n) all parties that have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

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WHEREFORE the Debtors respectfully request that this Court (a) enter the Sale Order, (b) authorize the payment of the Transaction Fee to Keen Summit, (c) approve the Section 365 Procedures for the assumption and assignment or rejection of certain executory contracts and unexpired leases of nonresidential real property, (d) waive the requirements of Bankruptcy Rule 6004(h), and (e) grant such other and further relief as the Court deems just and proper.

Dated: June 16, 2017
Wilmington, Delaware

/s/ Travis G. Buchanan

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Counsel for Debtors

and Debtors-in-Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
MAXUS ENERGY CORPORATION, <i>et al.</i> , ¹	)	Case No. 16-11501 (CSS)
)	
Debtors.	)	Jointly Administered
)	
	)	Objection Deadline: June 30, 2017, at 4:00 p.m. (ET)
	)	Hearing Date: July 7, 2017, at 10:00 a.m. (ET)
	)	Deadline to Submit Higher & Better Offers:
	)	June 30, 2017 at 4:00 p.m. (ET)

NOTICE OF MOTION

TO: (A) THE U.S. TRUSTEE; (B) THE CREDITORS’ COMMITTEE; (C) THE RETIREES’ COMMITTEE; (D) YPF S.A. AND YPF HOLDINGS, INC.; (E) OCCIDENTAL CHEMICAL CORPORATION; (F) THE INTERNAL REVENUE SERVICE; (G) THE ENVIRONMENTAL PROTECTION AGENCY; (H) THE U.S. DEPARTMENT OF JUSTICE; (I) THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE OTHER APPLICABLE STATE ENVIRONMENTAL AGENCIES; (J) THE OFFICES OF THE ATTORNEYS GENERAL FOR THE STATES IN WHICH THE DEBTORS OPERATE; (K) THE PENSION BENEFIT GUARANTY CORPORATION; (L) ALL ENTITIES KNOWN TO HAVE ASSERTED ANY LIENS, CHARGE, CLAIM OR ENCUMBRANCE ON THE PROPERTY; (M) ALL PARTIES WHO SUBMITTED BIDS ON THE REAL PROPERTY; AND (N) ALL PARTIES WHO, AS OF THE FILING OF THE MOTION, HAVE FILED A NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OF PAPERS PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that Maxus Energy Corporation and the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) have filed the attached *Debtors’ Motion for an Order (I) Approving and Authorizing the Sale of the Debtors’ Assets Free and Clear of All Liens, Interests, Claims, and Encumbrances Subject to Higher and Better Offers, (II) Authorizing the Debtors to Pay the Transaction Fee, (III) Approving the (A) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases of Nonresidential Real Property and (B) Rejection of Certain Executory Contracts and Unexpired Leases of Nonresidential Real Property, (IV) Waiving the Requirements of Bankruptcy Rule 6004(h), and (V) Granting Related Relief* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **June 30, 2017, at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington,

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Maxus Energy Corporation (1531), Tierra Solutions, Inc. (0498), Maxus International Energy Company (7260), Maxus (U.S.) Exploration Company (2439), and Gateway Coal Company (7425). The address of each of the Debtors is 10333 Richmond Avenue, Suite 1050, Houston, Texas 77042.

Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD ON JULY 7, 2017, AT 10:00 A.M. (ET) BEFORE THE HONORABLE CHRISTOPHER S. SONTCHI AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM NO. 6, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.

Dated: June 16, 2017
Wilmington, Delaware

/s/ Travis G. Buchanan
M. Blake Cleary (No. 3614)
Joseph M. Barry (No. 4221)
Justin P. Duda (No. 5478)
Travis G. Buchanan (No. 5595)
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-and-

James M. Peck (admitted *pro hac vice*)
Lorenzo Marinuzzi (admitted *pro hac vice*)
Jennifer L. Marines (admitted *pro hac vice*)
Jordan A. Wishnew (admitted *pro hac vice*)
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*Counsel for Debtors and
Debtors-in-Possession*

Exhibit A

Sale Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	)	Chapter 11
In re:)	
	)	Case No. 16-11501 (CSS)
MAXUS ENERGY CORPORATION, <i>et al.</i> , ¹)	
Debtors.	)	Jointly Administered
	)	Ref. Docket No. ____
)	

**ORDER (I) APPROVING AND AUTHORIZING
THE SALE OF THE DEBTORS’ ASSETS FREE AND CLEAR OF
ALL LIENS, INTERESTS, CLAIMS, AND ENCUMBRANCES, (II) AUTHORIZING
THE DEBTORS TO PAY THE TRANSACTION FEE, (III) APPROVING THE
(A) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND
(B) REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES OF NONRESIDENTIAL REAL PROPERTY, AND (IV) WAIVING
THE REQUIREMENTS OF BANKRUPTCY RULE 6004(h)**

Upon the Motion (the “Motion”)² of the above-captioned debtors and debtors-in-possession (the “Debtors”) for entry of an order (the “Sale Order”), pursuant to sections 105, 328, 363, 365, and 1146 of the Bankruptcy Code, Rule 2002 and 6004 of the Bankruptcy Rules, and Rule 6004-1 of the Local Rules: (a) approving and authorizing the sale of Tierra’s right, title, and interest in and to the Property to the Purchaser free and clear of all liens, interests, claims, and encumbrances in connection with the Purchase Agreement; (b) authorizing the payment of a Transaction Fee to Keen Summit; (c) approving procedures for the assumption and assignment or rejection of certain executory contracts and unexpired leases of nonresidential real property; and (d) waiving the requirements of Bankruptcy Rule 6004(h); and upon the Bordwin Declaration and Roberts Declaration in support of the Motion; and upon the hearing on the

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Maxus Energy Corporation (1531), Tierra Solutions, Inc. (0498), Maxus International Energy Company (7260), Maxus (U.S.) Exploration Company (2439), and Gateway Coal Company (7425). The address of each of the Debtors is 10333 Richmond Avenue, Suite 1050, Houston, Texas 77042.

² Capitalized terms used in this Sale Order but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

Motion (the “Sale Hearing”); and all parties-in-interest having been heard, or having had the opportunity to be heard, regarding the Motion, the Purchase Agreement, and this Sale Order; and this Court having reviewed and considered the Motion and all objections thereto, and the arguments of counsel made, and the evidence adduced, at the Sale Hearing; and upon the entire record of the Sale Hearing, and after due deliberation thereon, and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. This Court has jurisdiction to approve the sale of the Property (the “Sale”) pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012.

B. This Court has authority to issue a final order approving the Motion, the Sale, and the matters contemplated therein in all respects, consistent with Article III of the United States Constitution.

C. Venue of the Chapter 11 Cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409(a).

D. Approval of the Sale is a core proceeding under 28 U.S.C. §§ 157(b).

E. The statutory predicates for the approval of the Sale are sections 105, 328, 363, 365 and 1146 of the Bankruptcy Code, Rules 2002 and 6004 of the Bankruptcy Rules, and Rule 6004-1 of the Local Rules.

F. Actual written notice of the Sale Hearing, the Motion, and the Sale, and a reasonable opportunity to object or be heard with respect thereto and to the entry of this Sale Order has been afforded to all known interested persons and entities entitled to receive such

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

notice, including the following parties: (i) the U.S. Trustee; (ii) the Creditors' Committee; (iii) the Retiree Committee; (iv) YPF S.A. and YPF Holdings, Inc.; (v) Occidental Chemical Corporation; (vi) the Internal Revenue Service; (vii) the U.S. Environmental Protection Agency; (viii) the U.S. Department of Justice; (ix) the New Jersey Department of Environmental Protection and other applicable state environmental agencies; (x) the offices of the attorneys general for the states in which the Debtors operate; (xi) the Pension Benefit Guaranty Corporation; (xii) all entities known to have asserted any lien, charge, claim or encumbrance on the Property, (xiii) all parties who submitted bids on the Real Property; and (xiv) all parties that have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties").

G. As evidenced by the affidavits of service previously filed with this Court: (i) due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the entry of this Sale Order, and the Sale has been provided to all parties-in-interest, including the Notice Parties; (ii) such notice was, and is, good, sufficient, and appropriate under the circumstances of the Chapter 11 Cases, provided a fair and reasonable opportunity for parties-in-interest to object, and to be heard, with respect thereto, and was provided in accordance with sections 105 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004, and the applicable Local Rules; and (iii) no other or further notice of with respect to such matters is necessary or shall be required.

H. The Section 365 Notice constitutes due and proper notice (the "Section 365 Notice") to the Contract Counterparties that their Potential Designated Contract may be either (i) assumed and assigned to the Purchaser, or (ii) deemed rejected as of the Closing. Such notice was good and sufficient and appropriate under the circumstances.

I. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), the parties may consummate the Sale immediately upon entry of this Sale Order. Time is of the essence in consummating the Sale to the Purchaser. Accordingly, cause exists to lift the stay to the extent necessary, as contemplated by Bankruptcy Rule 6004(h). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order.

J. As demonstrated by the Bordwin Declaration, the Debtors marketed the Property, and the Debtors and the Purchaser negotiated the Sale in a diligent, noncollusive, fair, and good faith manner. The Debtors conducted an open and robust marketing and sale process for the Property that afforded a full, fair, and reasonable opportunity for any person to make its highest and best offer to purchase the Property. The Court finds that additional marketing of the Property would not likely lead to any higher and better offers, and thus additional marketing of the Property would not be in the best interest of the estates.

K. The Purchase Agreement and the Purchase Price constitute the highest and best offer obtainable for the Property, and the Sale will provide a greater recovery for the Debtors' stakeholders than would be provided by any available alternative, including the sale of some or all of the Property through individual bids. Thus, prompt consummation of the Sale contemplated by the Purchase Agreement at this time will serve the best interests of the Debtors, their estates, their creditors, and all parties-in-interest by maximizing the value to be obtained from the Property. Taking into consideration all relevant factors and circumstances, no other

person or entity has offered to purchase the Properties for overall greater value to the Debtors or their estates.

L. The Debtors have demonstrated both: (i) good, sufficient, and sound business purpose and justification for the Sale because, among other things, the Debtors and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Property and determined that (a) the terms and conditions set forth in the Purchase Agreement, (b) the transfer of the Property by the Debtors to the Purchaser, and (c) the Purchase Price as reflected in the Purchase Agreement are all fair and reasonable and together constitute the highest or otherwise best value obtainable for the Property; and (ii) that compelling circumstances exist for the Sale under section 363 of the Bankruptcy Code. The pursuit and consummation of the Sale to the Purchaser are appropriate exercises of the Debtors' business judgment and are in the best interests of the Debtors, their creditors, their equity interest holders, their estates and other parties in interest.

M. A sale of the Property other than one free and clear of liens, claims, and Interests (as defined herein) and without the protections of this Sale Order would impact materially and adversely the Debtors' estates and would yield substantially less value, with less certainty than any available alternatives. Without the protections afforded to the Purchaser under the Bankruptcy Code and this Sale Order, the Purchaser would have not offered the consideration indicated in the Purchase Agreement for the Property. In addition, each entity with an Interest in the Property (including, if applicable, the Contract Counterparties) (i) has consented to the Sale or is deemed to have consented to the Sale, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code and, therefore, in each case, one or more of

the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Interests who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Holders of Interests are adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale in the same priority as their pre-petition liens and/or security interests ultimately attributable to the property to which the Interests apply, subject to the terms thereof. Therefore, approval of the Purchase Agreement and the consummation of the Sale free and clear of Interests are appropriate pursuant to section 363(f) of the Bankruptcy Code and are in the best interests of the Debtors' estates, their creditors, and other parties-in-interest.

N. The Purchase Price to be paid by the Purchaser under the Purchase Agreement in connection with the Sale, was negotiated at arms'-length and constitutes reasonably equivalent value and fair and adequate consideration for the Property under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and the laws of the United States, any state, territory, possession thereof or the District of Columbia. The terms and conditions set forth in the Purchase Agreement are fair and reasonable under these circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding any of the Debtors or their creditors under any applicable laws.

O. The Purchaser is not an "insider" or an "affiliate" (as those terms are respectively defined in section 101 of the Bankruptcy Code) of any of the Debtors. No common identity of current directors and officers exists between the Purchaser and any of the Debtors.

P. The Purchaser negotiated the terms and conditions of the Sale in good faith and at arms'-length. The Purchaser has acted in good faith in all respects in connection with the Chapter 11 Cases and the Sale in that (i) the Purchaser recognized that the Debtors were free to

negotiate with any other party that expressed interest in consummating the Sale, (ii) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser with the Debtors in connection with the Sale have been disclosed and are appropriate, (iii) the negotiation and execution of the Purchase Agreement and all other aspects of the Sale were conducted at arm's length and in good faith; and (iv) the Debtors and the Purchaser have acted without collusion. The Purchaser is purchasing the Property in "good faith" within the meaning of section 363(m) of the Bankruptcy Code and is, therefore, entitled to the protections afforded thereby.

Q. The Debtors and their management actively participated in the sale process and acted in good faith. The Purchase Price was not controlled by any agreement among potential bidders at such sale and neither the Debtors nor the Purchaser engaged in any conduct that would cause or permit the Sale, the Purchase Agreement, or any related action to be avoided or result in the imposition of any costs or damages under section 363(n) of the Bankruptcy Code.

R. No transfer or other disposition of the Property pursuant to the Purchase Agreement will result in the Purchaser having any liability or responsibility (i) for any Interest, (ii) for the satisfaction in any manner of any Interest, or (iii) to third parties or the Debtors, except as expressly set forth in the Purchase Agreement. Without limiting the effect or scope of the foregoing, no transfer or other disposition of the Property pursuant to the Purchase Agreement does or will subject the Purchaser to any liability for Interests against the Debtors or the Debtors' Interests in such Property by reason of such transfer under any laws, including, without limitation, any theory of successor or transferee liability, alter ego, antitrust, product line, de facto merger or substantial continuity, or similar theories.

S. The Purchaser: (i) is not, and shall not be considered, a successor to Tierra; (ii) has not, *de facto* or otherwise, merged with or into Tierra; (iii) is not a continuation or substantial continuation of Tierra; (iv) does not have a common identity of incorporators, directors, or equity holders with Tierra; and (v) is not holding itself out to the public as a continuation of Tierra.

T. Tierra (i) has full corporate or other power to execute, deliver, and perform its obligations under the Purchase Agreement, (ii) has all of the corporate or other power and authority necessary to consummate the Sale, and (iii) has taken all actions necessary to duly and validly authorize and approve the Purchase Agreement.

U. Upon entry of this Sale Order, the Purchase Agreement is a legal, valid, and binding contract between and among the parties thereto and is enforceable in accordance with its terms.

V. The Debtors and the Purchaser have, to the extent necessary, satisfied the requirements of Bankruptcy Code section 365, including Bankruptcy Code sections 365(b)(1)(A), (B) and 365(f), in connection with the sale and the assumption and assignment of the Designated Contracts. The Purchaser has demonstrated adequate assurance of future performance with respect to the Designated Contracts pursuant to Bankruptcy Code section 365(b)(1)(C). The assumption and assignment of the Designated Contracts pursuant to the terms of this Order is integral to the Purchase Agreement and is in the best interests of the Debtors, their estates, their creditors and other parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors.

W. The Designated Contracts are assignable notwithstanding any provisions contained therein to the contrary, or providing for the termination thereof upon assignment or the insolvency or commencement of the Chapter 11 Cases. The Debtors have provided for the cure

and/or other payments or actions required for the Debtors to assume and assign the Designated Contracts to the Purchaser. The Purchaser has provided adequate assurance of its future performance under the Designated Contracts.

X. The Property is property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. As of the Closing Date, the consummation of the Sale contemplated by the Purchase Agreement will be legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), 363(m), 365, and 1146, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

A. Motion Granted, Objections Overruled.

1. The relief requested in the Motion is granted and approved in all respects as provided herein.

2. Any 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 with prejudice on the merits.

B. Sale Free and Clear is Approved and Authorized.

3. The Sale and the transfer and conveyance of the Property to the Purchaser pursuant to the Purchase Agreement are hereby approved and authorized in accordance with, and under, sections 105, 328, 363(b), 363(f), 363(m), 365, and 1146 of the Bankruptcy Code.

4. The terms and conditions of the Purchase Agreement and the Sale are hereby approved in all respects and incorporated herein. The Debtors are authorized and directed to execute and deliver, and empowered to fully perform under, consummate, and implement the

Purchase Agreement and the Sale, together with all additional instruments and documents that may be reasonably necessary or desirable to do so, and to take all further action as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring the Property to the Purchaser as contemplated in the Purchase Agreement.

5. Pursuant to section 363(f) of the Bankruptcy Code, at closing the Property shall be transferred to the Purchaser pursuant to the Sale, and shall vest the Purchaser and/or its designees as of the Closing Date with all rights, title, privileges, and interests of the Debtors and their estates in and to the Property, free and clear of all Interests, pursuant to the terms of the Purchase Agreement and this Sale Order. The transfer of the Property to the Purchaser, as provided in the Purchase Agreement, will be legal, valid, and effective to the fullest extent provided herein. For purposes of this Sale Order, Interests shall mean:

- liens (including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens), mortgages, deeds of trust, restrictions, hypothecations, charges, indentures, loan agreements, judgment liens, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, demands, encumbrances, easements, servitudes, proxy, voting trust or agreement, and liens and security interests granted under sections 361, 363 and/or 364 of the Bankruptcy Code or any orders of the Court;
- claims (as that term is defined in the Bankruptcy Code), including without limitation claims for reimbursement, contribution claims, liabilities, counterclaims, cross-claims, third-party claims, indemnity claims, exoneration claims, alter-ego claims, causes of action, environmental claims (including claims that may be secured or entitled to priority under the Bankruptcy Code), claims based upon or relating to any putative successor or transferee liability, claims based on or relating to taxes (including foreign, state, and local taxes), claims based on or relating to labor or employment agreements, claims based on or relating to pension obligations, reclamation claims, administrative expenses (including priority and super-priority claims granted under sections 361, 363, 364, 503 and 507 of the Bankruptcy Code or any Orders of the Court), and pending litigation claims;

- interests, obligations, remedies, liabilities, demands, agreements, guaranties, options, restrictions, contractual or other commitments;
- rights, including, without limitation rights of use, rights of possession, rights of offset, rights to use, contract rights, recoupment rights, and rights of recovery;
- judgments and/or decrees of any court or foreign or domestic governmental entity (to the fullest extent permitted by law);
- charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Property, including, without limitation, consent of any person or entity to assign or transfer any of the Property;
- debts arising in any way in connection with any agreements, acts, or failures to act of the Debtors or any of the Debtors' predecessors or affiliates;
- matters of any kind and nature whatsoever, in each instance for all of the foregoing, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of these bankruptcy cases, and whether imposed by agreement, understanding, law, equity, statute or otherwise, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Closing Date; and
- any other interest within the meaning of section 363(f) of the Bankruptcy Code.

6. Any Interests, including the liens of Occidental Chemical Holding Corporation under the Debtor-In-Possession Senior Secured Superpriority Credit Agreement approved by *Final Order Pursuant to Sections 362, 363 and 364 of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure (A) Authorizing the Debtors to Obtain Replacement Postpetition Financing and (B) Granting Related Relief* dated April 21, 2017 (the "Final DIP Order"), shall attach to the proceeds of the Sale in the order of their priority, with the same validity, force, priority, and effect which they previously had against the Property, subject to the rights and defenses, if any, of the Debtors and their estates with respect thereto, and the proceeds

of the Sale shall be allocated and managed in accordance with the Final DIP Order, and any other applicable orders of this Court related thereto and in accordance with the terms of the Plan.

7. This Sale Order is and shall be effective as a determination that all Interests shall be and are, without further action by any Person, forever released with respect to the Property as of the Closing Date. As of the Closing Date, all persons and entities holding Interests are hereby barred and enjoined from asserting such Interests in any manner against any of the Purchaser, its affiliates, successors or assigns, and any of their respective properties, including without limitation, the Property. As of the Closing Date, no person or entity shall interfere with the Purchaser's title to or use and enjoyment of the Property on account of the Interests, and the Purchaser shall be free to sell or otherwise transfer the Property it acquires in its sole discretion. All persons and entities in possession of any Property subject to the Sale are directed to surrender possession of such Property to the Purchaser upon demand.

8. The provisions of this Sale Order authorizing the sale and assignment of the Property free and clear of all Interests shall be self-executing and, notwithstanding the failure of the Debtors, the Purchaser, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, or implement the provisions hereof, all Interests on or against such Property shall be deemed released, discharged, and terminated in all respects. To the extent the Purchaser deems it necessary or appropriate, if, upon consummation of the transactions set forth in the Purchase Agreement, any Person or entity which has filed statements or other documents or agreements evidencing Interests on or in all or any portion of the Property shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents

necessary or desirable to the Purchaser for the purpose of documenting the release of all such Interest against the Property, the Purchaser is hereby authorized (but not required) to execute and file such statements, instruments, releases, and other documents on behalf of such Person or entity solely with respect to the Property.

9. This Sale Order shall be construed as, and shall be for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Property or a bill of sale transferring good and marketable title in the Property to the Purchaser pursuant to the terms of the Purchase Agreement. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale and to give effect to the Purchase Agreement.

C. No Assumed Liabilities.

10. The Purchaser (as a successor entity, successor employer, or otherwise) has not acquired and will not acquire or assume or be deemed to have acquired or assumed at the Closing Date any obligations or liabilities of the Debtors whatsoever except as expressly provided in the Purchase Agreement, and all entities are hereby permanently enjoined and restrained from asserting or prosecuting any claim on account of any obligations or liabilities against any of the Purchaser or its agents on account of the Property except as expressly provided by the Purchase Agreement.

11. Except as expressly provided in the Purchase Agreement, neither the Purchaser nor its respective successors or assigns shall be obligated or liable, either directly or indirectly, as successor, transferee, or otherwise, for any obligations or liabilities of the Debtors or their affiliates (whether under federal or state law or otherwise) as a result of the sale or purchase of the Property. Neither the Purchaser nor its respective successors and assigns shall be or be

deemed to be a successor or successor in interest or responsible person or potentially responsible person or alter ego to the Debtors or any current or former creditor, employee, equity holder, or other party-in-interest with respect to any liability, and to the extent permitted by applicable law, none shall have any liability (whether under federal or state law or otherwise) for successor liability, including with respect to any liabilities arising from or under products liability, tax, transfer, alter ego, environmental, employment, or other applicable law. The Purchaser is not a mere continuation of or successor to the Debtors in any respect, there is no continuity of enterprise between the Debtors or the Purchaser, and the Sale does not amount to a consolidation, merger, or de facto merger of the Purchaser and the Debtors.

D. Order Binding.

12. This Sale Order (a) shall be effective as a determination that, upon the Closing Date of the Sale, all liabilities of any kind or nature whatsoever existing as to the Property being sold by the Debtors prior to the Closing Date of the Sale have been unconditionally released, discharged, and terminated, and that the conveyances described herein 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 who may be required by operation of law, the duties of their 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 the Property. Upon consummation of the Sale set forth in the Purchase Agreement, the Purchaser or its designee shall be authorized to file this Sale Order, termination statements, lien terminations, or any other similar releases of real property interests

in any jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 and the related provisions of the Bankruptcy Code. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend, on account of the filing or pendency of the Chapter 11 Cases or the consummation of the Sale, any permit or license relating to the operation of the Property sold, transferred, or conveyed to the Purchaser.

13. If any person or entity that has filed financing statements, mortgages, construction or mechanic's liens, lis pendens, or other document or agreement evidencing liens on or Interests in the Property shall not have actually delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of any Interests which the person or entity has with respect to the Property, each such person or entity is hereby directed to deliver all such statements, instruments, and releases and the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity asserting the same and the Purchaser is further authorized to file a copy of this Sale Order which, upon filing, shall be conclusive evidence of the release and/or termination of any Interest. Each and every federal, state, and local governmental unit, and each representative and clerk thereof, is hereby directed to accept any and all documents and instruments—including without limitation this Sale Order—necessary or appropriate to give effect to the Sale.

14. To the greatest extent available under applicable law and to the extent provided for under the Purchase Agreement, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the

Debtors with respect to the Property, and, to the greatest extent available under applicable law and to the extent provided for under the Purchase Agreement, all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to the Purchaser as of the Closing Date. For the avoidance of doubt, in the interest of transferring the Property with deliberate speed to the Purchaser, the requirements of the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1 K-1 et seq. (“ISRA”) to consummate the Sale are waived if, and to the extent, applicable to any parcel of the Property. To the extent any license or permit necessary for the ownership or operation of the Property assumed by the Debtors and assigned to the Purchaser is not an assumable and assignable executory contract, the Purchaser shall make commercially reasonable efforts to apply for and obtain any such license or permit promptly after the Closing Date, and the Debtors shall cooperate reasonably with the Purchaser in those efforts. All existing licenses or permits applicable to the Debtors and their business shall remain in place for the Purchaser’s benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures.

E. Good Faith.

15. The Purchase Agreement and Sale shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) in respect of the Purchase Agreement or the Sale.

16. The Sale is undertaken by the Debtors and the Purchaser 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 to the Purchaser, unless such authorization is duly stayed

pending such appeal. The Purchaser is a good faith purchaser of the Property, and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Debtors and the Purchaser will be acting in good faith if they proceed to consummate the Sale at any time after the entry of this Sale Order.

17. The Purchase Price to be paid by the Purchaser under the Purchase Agreement in connection with the Sale, was negotiated at arms'-length and constitutes reasonably equivalent value and fair and adequate consideration for the Property under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and the laws of the United States, any state, territory, possession thereof or the District of Columbia.

F. Assumed Contracts

18. The Section 365 Procedures are approved pursuant to section 365 of the Bankruptcy Code. Subject to the terms of the Section 365 Procedures, the Purchase Agreement, and the occurrence of the Closing Date, the assumption by the Debtors of the Designated Contracts and the assignment of such Designated Contracts to the Purchaser, as provided for or contemplated by the Purchase Agreement, is hereby authorized and approved pursuant to Bankruptcy Code sections 363 and 365.

19. The assumption by the Debtors of the Designated Contracts and the assignment of such Designated Contracts to the Purchaser shall be deemed valid and binding and in full force and effect as of the Closing, pursuant to Bankruptcy Code sections 363 and 365, subject only to the making of all Cure Costs (as defined below) required to assume and assign the Designated Contracts to the Purchaser, and with Contract Counterparties being without basis to assert against the Debtor, the Purchaser, and their respective successors and assigns, among other things, defaults, breaches or claims of pecuniary losses existing as of the Closing or by reason of the

Closing, or any other obligation under the Designated Contracts arising or incurred prior to the Closing, other than the Cure Costs.

20. Upon the Closing, in accordance with Bankruptcy Code sections 363 and 365, the Purchaser shall be fully and irrevocably vested in all right, title and interest of each Designated Contract. The Debtors are authorized to take all actions necessary to effectuate the foregoing; provided, that, if the actual costs of cure are at any time determined or asserted to be greater than the cure amounts set forth on Schedule 1 to the Section 365 Notice, then Purchaser shall have the option, at its sole discretion and upon written notice to Debtors and the Contract Counterparty at any time prior to payment of the Cure Costs, including after the Closing Date, of having the contract deemed rejected by Debtors pursuant to this Order.

21. Pursuant to Bankruptcy Code sections 365(b)(1)(A) and (B), and except as otherwise provided in this Order, the Debtors or the Purchaser, as applicable, shall promptly pay or cause to be paid to the parties to any Designated Contracts the requisite Cure Costs at Closing or as soon as reasonably practicable thereafter.

22. To the extent that (a) any Contract Counterparty did not object to the proposed Cure Costs listed on the Assumption Schedule and (b) those Cure Costs are included in the Cure Costs listed on the Section 365 Notice, the Contract Counterparty has waived its right to object to the Cure Costs on account of any default that occurred prior to the Assumption Schedule Filing Date.

23. The Cure Costs are hereby fixed at the amounts set forth in the Section 365 Notice served by the Debtors or the amounts subsequently agreed to by the Purchaser and the Contract Counterparty, or the amounts determined on the record of the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this

Court as the case may be, and the Contract Counterparties to the Designated Contracts are forever bound by such Cure Costs and are hereby enjoined from taking any action against the Debtors or the Purchaser, or the property of any of them with respect to any claim for cure under any Designated Contract.

24. All defaults or other obligations under the Designated Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses, assignment fees, increases, or any other fees charged to the Purchaser or the Debtors as a result of the assumption, assignment, transfer, and/or sale of the Designated Contracts, or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)), shall be deemed cured by payment of the Cure Costs, if any, and the Contract Counterparties to the Designated Contracts shall be forever barred and estopped from asserting or claiming against the Debtors or Purchaser that any additional amounts are due or other defaults exist.

25. Any provision in any Designated Contract that purports to declare a breach, default or payment right as a result of an assignment or a change of control in respect of the Debtors is unenforceable, and all Designated Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Cost, if any. No sections or provisions of any Designated Contract that purports to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor third party to the Designated Contracts shall have any force and effect with respect to the transactions contemplated by the Purchase Agreement and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under Bankruptcy Code section 365(f) and/or are otherwise unenforceable under Bankruptcy Code section 365(e) and no assignment of any Designated Contract pursuant to the terms of the Purchase Agreement in any respect constitutes a

default under any Designated Contract. In the absence of an objection, the Contract Counterparty to each Designated Contract shall be deemed to have consented to such assignment under Bankruptcy Code section 365(c)(1)(B), and the Purchaser shall enjoy all of the rights and benefits under each such Contract Counterparty's written consent to the assumption or assignment thereof.

26. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Designated Contract shall not be a waiver of such terms or conditions or of the right of the Debtors or the Purchaser, as the case may be, to enforce every term and condition of the Designated Contracts. The validity of the assumption, assignment, and sale of the Designated Contracts to the Purchaser shall not be affected by any existing dispute between the Debtors and any Contract Counterparty to such Designated Contract other than with respect to the allowance and payment of any Cure Cost as provided in this Sale Order and in the Purchase Agreement. Any party that may have had the right to consent to the assignment of any Assumed Contract is deemed to have consented for the purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code. The Purchaser has satisfied any and all requirements under Bankruptcy Code sections 365(b)(1) and 365(f)(2) to provide adequate assurance of future performance under the Designated Contracts. The Purchaser shall not be required to provide any further evidence of any adequate assurance to Contract Counterparty to a Designated Contract.

27. The Debtors and their estates shall be relieved of any liability for any breach of any of the Designated Contracts occurring from and after Closing, pursuant to and in accordance with Bankruptcy Code section 365(k).

G. Rejected Contracts

28. If a Contract Counterparty does not object to the proposed rejection of its Potential Designated Contract by the Objection Deadline, then such Contract Counterparty shall be deemed to have consented to the rejection of its Potential Designated Contract as of the Closing. All Potential Designated Contracts that are not Designated Contracts are hereby deemed to be rejected as of the Closing.

H. Other Provisions.

29. The Purchaser is a party-in-interest and shall have the ability to appear and be heard on all issues related to this Sale Order, the Sale, the Purchase Agreement, and the various procedures contemplated therein.

30. The Purchase Agreement and related documents may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, provided that any such modification, amendment, or supplement is not material and adverse to the Debtors, *provided further, however*, that any such modification, amendment, or supplement that is material and adverse to the Debtors may be made without further order of this Court subject to the prior consent from the DIP lender and the Creditors' Committee.

31. This Sale Order and the terms and provisions of the Purchase Agreement shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Purchaser, and each of the respective affiliates, successors, and assigns thereof, and any affected third parties including, but not limited to, all persons asserting an interest in the Property, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Order and the terms and provisions of the Purchase Agreement, and any

actions taken pursuant hereto or thereto shall survive the entry of any order that may be entered converting the Debtors' cases from chapter 11 to chapter 7. In addition, the terms and provisions of the Purchase Agreement, as well as the rights and interests granted pursuant to this Order and the Purchase Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Purchaser, and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Each of the Purchaser and the trustee shall be and hereby is authorized to perform under the Purchase Agreement upon the appointment of the trustee without further order of this Court.

32. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Sale.

33. The Purchaser is not and will not become obligated to pay any fee, commission, or like payment to any broker, finder, or financial advisor as a result of the consummation of the Sale based upon any arrangement made by or on behalf of the Debtors or any of their predecessors.

34. The Debtors are authorized to pay the Transaction Fee. Notwithstanding payment of the Transaction Fee on the Closing Date, approval of the Transaction Fee shall be subject to the Court's approval of Keen Summit's final fee application in accordance with the Retention Order.

35. Any amounts that become payable by the Debtors to the Purchaser pursuant to the Purchase Agreement (or any related agreements executed in connection therewith) (a) shall constitute allowed administrative expenses of the Debtors' estate under sections 503(b) and 507(a)(2) of the Bankruptcy Code, and (b) shall be paid by the Debtors in the time and manner

provided for in the Purchase Agreement (and such related agreements) without further Bankruptcy Court order.

36. To the extent applicable, the automatic stay pursuant to section 362(a) of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Bankruptcy Court (a) to allow the Purchaser to give the Debtors any notice under the Purchase Agreement, and (b) to allow the Purchaser to take any and all acts or actions in accordance with the Purchase Agreement.

37. In the event that anything contained in the Confirmation Order conflicts with the provisions of this Sale Order or of the Purchase Agreement, this Sale Order shall control.

38. This Court shall retain jurisdiction (a) to enforce and implement the terms and provisions of the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith, (b) to resolve any disputes arising under or related to the Sale, the Purchase Agreement, Interests, and Property, (c) to interpret, implement, and enforce the provisions of this Sale Order, and (d) to protect the Debtors and/or the Purchaser against any assertions of Interests.

39. The failure to include specifically any particular provision of the Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Purchase Agreement and all of its provisions, payments, and Sale, be authorized and approved in their entirety. Likewise, all of the provisions of this Sale Order are non-severable and mutually dependent.

40. Notwithstanding the provisions of Bankruptcy Rule 6004(h), because time is of the essence, this Sale Order shall not be stayed for fourteen (14) days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof.

41. To the extent that anything contained in this Sale Order explicitly conflicts with a provision in the Purchase Agreement and/or any other related agreements, this Sale Order shall govern and control.

Dated: _____, 2017
Wilmington, Delaware

HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Purchase Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of June 16, 2017 (the “**Effective Date**”), by and between **MARIANA PROPERTIES, INC.**, a Delaware corporation (“**Buyer**”), and **TIERRA SOLUTIONS, INC.**, a Delaware corporation (“**Seller**,” together with the Buyer, the “**Parties**”), and Debtor and Debtor-in-Possession under Case No. 16-11501 (CSS) (the “**Case**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

RECITALS

A. Buyer wishes to acquire from Seller the real property described on Exhibits A-1 through Exhibit A-5 attached hereto and incorporated herein by this reference (collectively, the “**Land**”), together with all buildings, structures, improvements and fixtures located on the Land (collectively, the “**Improvements**”) and all of Seller’s right, title and interest in and to all easements, rights of way, and other rights and interests which are appurtenant thereto, including, without limitation, all utilities and utility availability, drainage facilities, easements and utility facilities, sewage treatment capacity and water capacity available to, which serves, or which will serve the Real Property, and all oil, gas and other minerals and water rights with respect thereto, and all rights, titles and interests appurtenant to the foregoing (collectively, the “**Appurtenant Rights**”), and together with the Land and the Improvements, collectively the “**Real Property**”).

B. Seller wishes to sell to Buyer, pursuant to Sections 363 of Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”), the Property, as hereinafter defined, all at the price, on the other terms and subject to the conditions specified in detail below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purchase and Sale of Assets**. On the Closing Date, as hereinafter defined, in consideration of the covenants and obligations of Buyer hereunder and the payment of the Purchase Price, as hereinafter defined, and subject to the conditions hereinafter set forth, Seller shall sell, assign, transfer, convey and deliver to Buyer, free and clear of all liens, claims, encumbrances and other interests to the extent provided in the Approval Order (as defined in Section 8 below), other than Permitted Encumbrances, as hereinafter defined, and Buyer shall purchase from Seller, the following (collectively, the “**Property**”):¹

1.1 The Real Property (it being understood that Seller shall transfer, and Buyer shall receive, all of the Real Property; Buyer may not acquire less than all Real Property described above).

1.2 All of Seller’s right, title and interest as landlord or lessor under all leases and other occupancy agreements that affect any portion of the Real Property (collectively, “**Leases**”) and have been approved in writing by Buyer pursuant to Section 2.5.1 below, together with any security deposits (whether held in the form of cash, letters of credit, or other form of

¹ To the extent any of the Property referenced herein is owned by a Debtor other than Seller, this Agreement shall be amended to include such Debtor as a “Seller” hereunder.

tenant security) that are held by Seller with respect to any Leases, and any guaranties of the obligations of the tenant or occupant under any Leases.

1.3 All written contracts and agreements to which Seller is a party, or by which Seller is otherwise legally bound, that relate to the operation, alteration, repair or maintenance of the Real Property (the “**Contracts**”) and have been approved in writing by Buyer pursuant to Section 2.5.1 below.

1.4 All of Seller’s right, title and interest as tenant or lessee under all leases that affect or are adjacent to any portion of the Real Property, including, without limitation, the submerged land leases with the Ohio Department of Natural Resources designated as SUB-1139-LA, SUB-1140-LA, SUB 1141-LA, SUB-2000-LA and SUB-2263-LA (collectively, the “**Submerged Land Leases**”).

1.5 Those items of personal property described on Exhibit A-6 attached hereto and incorporated herein by this reference as well as any other items of personal property owned by Seller and located on the Real Property (collectively, the “**Personal Property**”), in any case which have been approved in writing by Buyer pursuant to Section 2.5.2 below.

1.6 All of the Seller’s books and records (or copies thereof), including all information and data on computers owned or leased by the Seller or otherwise on premises occupied by the Seller, and all rights of access to such data (“**Books and Records**”). For the avoidance of doubt, the Books and Records shall only include the Seller’s books and records (or copies thereof) for the Real Property as well as those that relate to the PT Insurance Policies (as such term is defined in the Seller’s plan of liquidation confirmed by the Bankruptcy Court).

1.7 All of the Seller’s right, title and interest in the PT Insurance Policies that relate to the Property.

2. **Purchase Price.**

2.1 **Purchase Price.**

2.1.1 The consideration to be paid by Buyer to Seller for the Property shall be Twenty-One Million Dollars (\$21,000,000.00) (the “**Purchase Price**”).

2.1.2 The Purchase Price shall be paid as follows:

(a) Within five (5) days after the mutual execution and delivery of this Agreement, Buyer shall deposit into an escrow (the “**Escrow**”) with EAM Land Services, Inc., 6901 Jericho Turnpike, Syosset, New York, 11791 (the “**Escrow Holder**”), as authorized agent for its underwriter, First American Title Insurance Company (the “**Title Company**”), an amount equal to \$1,000,000.00 (the “**Deposit**”) in immediately available, good funds (funds delivered in this manner are referred to herein as “**Good Funds**”), pursuant to this Agreement and the escrow provisions attached as Exhibit B hereto and incorporated herein by this reference.

(b) The Deposit, as and when paid into Escrow, will be held by Escrow Holder in an interest-bearing account at a FDIC-insured banking institution mutually

acceptable to Buyer and Seller. Any interest earned on the Deposit shall be considered to be part of the Deposit and shall constitute income to Buyer unless and until the Deposit is released to Seller pursuant to the terms of this Agreement. The Deposit shall be non-refundable to Buyer except as otherwise provided in this Agreement. Except as otherwise provided in this Agreement, the Deposit will be applied to the Purchase Price at Closing.

(c) On the Closing Date, Buyer shall assume the Alabama O&M, as hereinafter defined, and all of Seller's obligations and liabilities under the NOV, as hereinafter defined, pursuant to Section 2.2 below. Buyer's assumption of the Alabama O&M and obligations and liabilities under the NOV constitutes an economic benefit to Seller the value of which shall constitute a portion of the Purchase Price in the amount of Four Million and 00/100 Dollars (\$4,000,000.00) (such portion of the Purchase Price, the "**O&M Consideration**").

(d) On the Closing Date, (A) the Deposit (together with all interest accrued thereon) shall be credited and applied toward the payment of the Purchase Price, (B) the O&M Consideration shall be credited and applied toward the payment of the Purchase Price, and (C) Buyer shall pay and deliver to Seller, in Good Funds, the balance of the Purchase Price together with any additional amounts that may be chargeable to Buyer on account of any prorations allocable to Buyer pursuant to the terms of this Agreement.

2.2 **Environmental Responsibilities.**

2.2.1 **Assumed Alabama Responsibilities.** Buyer acknowledges that Seller has performed certain remediation, and continues to perform certain long-term pump and treat system operation and maintenance and associated monitoring and regulatory reporting efforts, with respect to the portion of the Real Property located in Holt, Alabama (such ongoing efforts, collectively referred to herein as the "**Alabama O&M**"). Buyer further acknowledges that Seller performs such Alabama O&M on an ongoing basis in response to a Notice of Violation, GW89-7-3, dated November 1, 1989 from the Alabama Department of Environmental Management (the "**NOV**"). Effective as of the Closing Date, Buyer shall assume all then existing and future investigatory and remedial responsibilities and obligations of Seller arising in connection with the Real Property located in Holt, Alabama under the NOV, including with regard to the Alabama O&M, and the Parties acknowledge and agree that from and after the Closing Date, Seller shall have no responsibilities or obligations whatsoever (whether such obligations or liabilities arose prior to or after the Closing Date) with respect to the Real Property located in Holt, Alabama, the Alabama O&M or the NOV. Notwithstanding the foregoing or anything else herein to the contrary, Buyer is not assuming hereunder the following responsibilities, obligations, and liabilities: (i) any offsite conditions even if naturally migrating from the site; (ii) unpaid fines and penalties accruing prior to Closing; (iii) natural resource damages; (iv) non investigatory/remedial environmental liabilities such as claims for injury or damage to interests of third-parties (e.g. claims of bodily injury or death; claims for diminution in value; claims by 3rd parties for property damage); and/or (v) any pre-Closing failure of the Seller (or Seller's environmental professionals, contractors or subcontractors) to comply with ADEM requirements (including, without limitation, the Alabama O&M and the NOV).

2.2.2 **Intentionally Omitted.**

2.2.3 **Non-Assumed Responsibilities.** Except as specifically described in subsection 2.2.1 above, Buyer is not assuming any obligations or responsibilities arising out of, for, or related to the pre-existing environmental conditions at or emanating from the Real Properties. Except as specifically described in subsection 2.2.1 above, Buyer's assumed obligations and responsibilities for environmental conditions at the Real Properties shall be limited only to those new and adverse environmental conditions first arising and occurring after Closing and which are causally unrelated to pre-existing adverse environmental conditions. Neither Buyer nor Buyer's successors-in-title (nor the respective lenders and tenants thereof) shall be liable for pre-existing environmental conditions nor shall any of them have any liability for failing to prevent, stop, limit, or restrict continuing releases or migration of pre-existing hazardous substances after Closing; such obligations are solely and exclusively the obligations of other persons or entities responsible under law or contract. Notwithstanding the foregoing, Buyer may not knowingly, willfully or negligently exacerbate pre-existing adverse environmental conditions and agrees to reasonably cooperate, at no out-of-pocket expense to itself, with any remedial efforts by responsible parties and/or regulatory agencies. For avoidance of doubt, this Agreement is not intended to create (i) a successor relationship between Buyer and Seller with regard to Seller's liability or potential liability under CERCLA, analogous state statutes or common law as to the Real Properties or otherwise, or (ii) an assumption by Buyer of such liabilities.

2.3 **Inspections.**

2.3.1 **Due Diligence Materials.** Within five (5) days after the Effective Date, Seller shall deliver to Buyer, to the extent such materials are in Seller's possession or control, copies of all materials, data or other information relating to the Property, including any environmental information that has not been delivered to Buyer prior to the Effective Date, surveys, access agreements, engineering reports, Leases, Contracts, permits, zoning reports, title reports, subdivision and governmental approvals (collectively, the "**Due Diligence Materials**"). Notwithstanding the foregoing, Seller shall not be required to deliver to Buyer, and Buyer shall have no right to review, inspect, or copy, any of the following (collectively, the "**Proprietary Material**"): any correspondence, papers, files, records or other materials which, in Seller's good faith opinion, constitute a part of Seller's unrelated business operations or Seller's unrelated financial records, or which are not reasonably required for the ownership of the Real Property and operation of the Improvements following the Closing, or which Seller is prohibited by a pre-existing contract (as of the date of this Agreement) or by applicable law or by the Bankruptcy Court from delivering to Buyer, or which otherwise contain proprietary or confidential information not required for the ownership or operation of the Property following the Closing, may be retained by and kept confidential by Seller, including appraisals and other information concerning the valuation of the Property, internal communications of Seller, communications with real estate brokers or other third parties concerning the potential sale of all or any portion of the Property, all information subject to an attorney-client, attorney work product, or similar privilege, and any loan document and related correspondence or other paperwork executed or delivered in connection with any loan to Seller which is not secured by any of the Property or which will not survive the Closing. In no event shall "Proprietary Material" include any material (except for attorney-client privileged communications and attorney work product) disclosing information relative to the physical condition (including environmental) of the Real Property.

2.3.2 **Access to Property.** Seller agrees to allow Buyer, as well as Buyer's members, partners, officers, agents, contractors, consultants, engineers and prospective lenders, and the agents and consultants of such lenders (collectively, "**Buyer's Representatives**"), reasonable access to the Real Property (during business hours) for purposes of undertaking any physical and environmental inspections of the Real Property and reviewing the Leases, Contracts, financial performance, and other matters relating to the Property (collectively, "**Due Diligence Investigations**"), provided that under no circumstances shall Buyer or any of Buyer's Representatives conduct or permit any physically intrusive testing of, on, under or about the Real Property. The foregoing sentence shall not affect any existing contractual rights between Buyer or its affiliates and Seller or its affiliates, including, without limitation, the rights granted pursuant to the Environmental Site Transition Agreement (as hereinafter defined). Before entering upon the Real Property to perform its Due Diligence Investigations, Buyer will furnish to Seller written evidence of commercial general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with contractual liability endorsement which insures Buyer's indemnity obligations hereunder; provided, that in lieu of such commercial liability insurance, Buyer may provide self-insurance through a self-insurance plan maintained by Buyer or Buyer's affiliates in accordance with their customary corporate practices. In conducting any inspections of, or tests on or about, the Real Property, neither Buyer nor any of Buyer's Representatives shall (a) unreasonably interfere in any material respect with the business activities of any tenants or other persons occupying or providing services at the Real Property without first obtaining the prior written consent of such tenants or other persons, or (b) reveal to any third party (other than Buyer's Representatives) not approved in writing by Seller the results of any such inspections or tests. Buyer shall repair promptly, at Buyer's cost and expense, any physical damage to the Real Property caused by any inspections or tests conducted by or for Buyer or any of Buyer's Representatives. Any inspections and tests shall be at Buyer's sole cost and expense, and Buyer shall obtain all permits and approvals that may be required by any governmental authority as a condition of conducting or performing any inspection or test on or from the Real Property. Buyer agrees to give Seller reasonable prior written notice of its intention to conduct any inspections or tests, and Seller reserves the right to have a representative present during the conduct of any such inspections or tests. Buyer agrees to provide Seller, upon written request, with a copy of any written inspection or test report submitted to Buyer by any agent, contractor or consultant engaged by Buyer in connection with Buyer's exercise of its access and inspection rights under this Section 2.3, provided that Buyer may redact from such report any comments or recommendations with respect to Buyer's decision whether or not to purchase the Property.

2.3.3 **Restrictions on Tenant and Other Contacts.** Buyer shall not, either orally or in writing, interview or otherwise contact or communicate with any tenants or occupants of the Property, or any third parties providing goods or services for the Property, or any governmental agency or official with respect to the entitlement status, entitlement prospects, or compliance condition or status, of the Real Property, without the prior written approval of Seller, which shall not be unreasonably withheld; provided that notwithstanding any such approval given to Buyer, Buyer shall disclose to Seller in advance in writing and in reasonable detail the nature and scope of any inquiry to be made by Buyer of any tenant, occupant, provider of goods or services, or governmental agency or official, and Buyer shall, at Seller's election, schedule any such inquiry to permit a representative of Seller to be present during such inquiry. Notwithstanding the foregoing, Buyer may, without with the consent of or any notice to Seller, (a) contact and communicate with any governmental authority for the purpose of gathering information regarding

the zoning compliance of the Real Property and entitlements with respect to the Real Property, (b) search publicly available databases regarding the Real Property, (c) contact and communicate with Lakeview Bluffs LLC, Hemisphere Corporation, and their respective affiliates, and (d) contact and communicate with Buyer or Buyer affiliate consultants and contractors performing work at any of the Real Property.

2.3.4 **Buyer's Indemnity.** Buyer shall indemnify, defend (with legal counsel reasonably approved by Seller), and hold Seller and the Released Parties harmless from and against, any and all claims and causes of action, losses, liabilities, injuries, damages, liens, fines, penalties, and costs and expenses, including attorneys' fees and costs, to the extent arising out of any Due Diligence Investigations performed by or for Buyer or any Buyer's Representatives (including any intrusive tests prohibited under this Agreement). The foregoing indemnity shall survive the Closing or any earlier termination of this Agreement.

2.3.5 **No Seller Representations.** Except to the extent expressly set forth in this Agreement, Seller makes no representations or warranties as to the truth, accuracy or completeness of any Due Diligence Materials. It is the Parties' express understanding and agreement that all Due Diligence Materials are being provided by Seller only for Buyer's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in making such determination, except for any express representations and warranties made by Seller in this Agreement, Buyer agrees that Buyer will rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any Due Diligence Materials supplied by or on behalf of Seller.

2.4 **Title; Survey.** Within five (5) days after the Effective Date, Seller shall, at Seller's sole cost and expense, deliver to Buyer a preliminary title report or reports on an ALTA 2006 Standard Form commitment (the "**Title Report**") issued by the Title Company for the Real Property, which commit to issue to Buyer at Closing a title insurance policy on customary terms and conditions for each of the five (5) Real Properties in the aggregate amount of the Purchase Price (allocated among the Real Property as Buyer may require) and having endorsements reasonably required by Buyer, together with true, complete and legible copies of all items shown as exceptions to title therein. Within ten (10) business days after the Effective Date, Seller shall, at Seller's sole cost and expense, deliver to Buyer a current ALTA/ACSM survey or surveys (2016 Minimum Standards), with such Table A items reasonably required by Buyer, prepared by a licensed surveyor or surveyor reasonably acceptable to Buyer and certified to Buyer for the Real Property (the "**Survey**").

2.5 **Leases and Contracts; Personal Property.**

2.5.1 **Leases and Contracts.** Prior to the Closing, Buyer shall notify Seller in writing of the Leases and Contracts that Buyer elects to assume at Closing. Seller shall be entitled to reject any disapproved Leases and Contracts through the Bankruptcy Case prior to Closing. For avoidance of doubt and purpose of clarity, the properties will be sold free and clear of the Leases and Contracts, other than those specifically assumed by the Debtors and assigned to the Buyer. Unless Buyer otherwise notifies Seller thereof in writing on or prior to the Closing, Buyer does not/will not accept or assume any of the Contracts identified on Exhibit G attached hereto, all of which shall be rejected by Seller, at no cost to Buyer, on or before Closing.

Notwithstanding anything to the contrary, Buyer does not/will not accept or assume the ground lease and development agreement with respect to the Painesville, Ohio Real Property; any and all such interests will terminate on the Closing Date in accordance with the terms of such ground lease and development agreement.

2.5.2 **Personal Property**. On or prior to the Closing, Buyer shall notify Seller in writing of the items of Personal Property that Buyer elects to acquire (as part of the Purchase Price) at Closing.

2.6 **Permitted Encumbrances**. Except as otherwise specified in the Approval Order, Buyer has agreed to purchase the Property subject to the following (collectively, the "**Permitted Encumbrances**"): (i) all exceptions to title shown in the Title Report that are approved by Buyer prior to Closing; (ii) all matters shown on the Survey that are approved by Buyer prior to Closing; (iii) any licenses under the Contracts and rights of parties in possession under the Leases which Buyer has approved pursuant to Section 2.5.1; (iv) the lien of non-delinquent real and personal property taxes and assessments; (v) governmental laws, codes, ordinances and restrictions now or hereafter in effect as they may affect any of the Property; (vi) any and all matters caused or created by Buyer or any of Buyer's Representatives after the Effective Date; (vii) any and all matters approved in writing prior to Closing by Buyer or Buyer's legal counsel; and (viii) all access rights and other similar rights given by Seller pursuant to the Environmental Site Transition Agreement (the "**Environmental Site Transition Agreement**"), dated March 28, 2017, by and among Seller, Maxus Energy Corporation, and Glenn Springs Holdings, Inc. for the benefit of Occidental Chemical Corporation with respect to the Real Property. Buyer shall not unreasonably withhold its approval of the exceptions to title shown in the Title Report and the matters shown on the Survey. Notwithstanding the foregoing, in no event shall Permitted Encumbrances include (i) those liens, claims and encumbrances which are discharged or extinguished from the Real Property per the Approval Order even if appearing in the Title Report or the public records including land records, and (ii) all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other liens and encumbrances against the real Property (other than liens for real and personal property taxes and assessments which are not delinquent) which either secure indebtedness or can be removed by payment of a liquidated sum of money (all of which matters shall be removed by Seller at Seller's sole expense by Closing or discharged or extinguished pursuant to the Approval Order).

2.7 **No Termination Right**. For the avoidance of doubt, Buyer's rights to receive the Due Diligence Materials and to conduct the Due Diligence Investigations are solely for the purposes Buyer's information, and except as expressly provided in Section 2.6, Buyer shall have no right to terminate this Agreement in the event that it is unsatisfied with the Due Diligence Materials or the results of its Due Diligence Investigations.

3. **Closing Transactions**.

3.1 **Closing Conference**. The closing of the transactions provided for herein (the "**Closing**") shall take place commencing at 9:00 a.m. (New York time) at the law offices of Morrison & Foerster LLP, 250 West 55th Street, New York, New York 10019, which may be in person or by mail, or at such other place and in such other manner as the Parties may mutually agree upon in writing.

3.2 **Closing Date.** The Closing shall be held on or before the date which is fifteen (15) days following the Sale Approval Date (as defined below), or on such earlier date as Buyer may designate upon five (5) business days' prior written notice to Seller, or on such other date as may be mutually agreed upon by Seller and Buyer (the "**Closing Date**").

3.3 **Seller's Deliveries to Buyer at Closing.** On the Closing Date, Seller shall make the following deliveries to Buyer :

3.3.1 One (1) original Special Warranty Deed (or Limited Warranty Deed or equivalent under local law) for each parcel comprising the Real Property, each duly executed and acknowledged by Seller, in form and substance reasonably acceptable to Buyer, pursuant to which Seller conveys to Buyer all the Real Property subject to the Permitted Encumbrances (each a "**Deed**" and collectively, the "**Deeds**").

3.3.2 A statement under Section 1445 of the Internal Revenue Code with respect to the Property (the "**FIRPTA Statement**").

3.3.3 Two (2) originals of the bill of sale and assignment and assumption of leases and contracts in the form attached as Exhibit C hereto and incorporated herein.

3.3.4 One (1) original of the form application (the "**Form CG-2554**") required by the Commander of the Coast Guard District for the transfer from Seller to Buyer of the two private aids to navigation with respect to the Land located in Painesville, Ohio. Seller shall complete the portions of the Form CG-2554 applicable to Seller prior to delivering the Form CG-2554 to Buyer.

3.3.5 A title affidavit and gap indemnity in form and substance reasonably required for the Title Company to issue the Title Policy as requested by Buyer.

3.3.6 Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property.

3.3.7 Any additional documents that Escrow Holder or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, that no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

3.3.8 Any conveyance documents required to be executed by Seller for the transfer of the lessee's interest under the Submerged Land Leases to Buyer.

3.4 **Buyer's Deliveries to Seller at Closing.** On the Closing Date, Buyer shall:

3.4.1 Cause Escrow Holder to deliver the Deposit (together with all interest accrued thereon) to Seller.

3.4.2 Deliver to Seller the balance of the Purchase Price in Good Funds as required pursuant to Section 2.1 and cause to be paid and satisfied all such other amounts to be paid by Buyer at the Closing under the other terms and provisions of this Agreement.

3.4.3 Deliver to Seller two (2) originals of the bill of sale and assignment and assumption of leases and contracts in the form attached as Exhibit C hereto.

3.4.4 Any additional documents that Escrow Holder or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Buyer or result in any new or additional obligation, covenant, representation or warranty of Buyer under this Agreement beyond those expressly set forth in this Agreement).

3.4.5 Deliver to Seller or Escrow Holder, as applicable, any conveyance documents required to be executed by Buyer for the transfer of the lessee's interest under the Submerged Land Leases to Buyer.

3.5 Costs and Pro-rations.

3.5.1 Transfer Taxes. To the extent required to be paid, any sales, purchase, transfer, stamp, documentary stamp, recording, use or similar taxes under the laws of the States in which the Real Property are located, or any subdivision of such states, which may be payable by reason of the sale of the Real Property or the recordation of the Deeds under this Agreement shall be borne and timely paid by Seller.

3.5.2 Escrow Fees. Each of Buyer and Seller shall pay one-half (1/2) of any escrow fees payable to Escrow Holder, including any such fees payable on account of the cancellation of the Escrow (unless such cancellation results from the termination of this Agreement by Buyer pursuant to the provisions of Section 0, in which event Seller shall pay such cancellation fees).

3.5.3 Recordation Costs. Seller shall pay the recording fees for the Deeds any other instruments or documents recorded in connection with the Closing (other than documents recorded by Buyer or Buyer's lenders).

3.5.4 Title Policy. Buyer shall pay the premium for the Title Policy required to be delivered pursuant to Section 4.2.5.

3.5.5 Pro-rations. Rents and any other amounts payable by tenants under the Leases, any operating revenues received from or on account of the Property, general real estate taxes and special assessments relating to the Real Property payable for the property tax year in which Closing occurs, vault charges, sewer charges, utility charges and other customarily prorated operating expenses actually collected, billed or paid as of the Closing Date, shall be prorated as of the Closing Date and be adjusted against the Purchase Price due at the Closing, provided that within one hundred twenty (120) days (or such shorter time as may be required by the Bankruptcy Court) after the Closing, Buyer and Seller will make a further proration, and a further appropriate adjustment between the parties, on account of any such rents and other charges and expenses which

may have accrued or been incurred prior to the Closing Date, but not billed or paid at that date. All pro-rations shall be made on a 360-day calendar year basis, thirty (30) days to the month. Seller and Buyer shall each account for and remit to the other such funds as each may receive as and when received from any tenants or other obligors based upon the foregoing allocation, subject to any adjustments for any refunds or credits that may, upon reconciliation and a final audit of operating expenses and property taxes for the annual period in which the Closing shall occur, be determined to be owing to or by tenants of the Real Property under their Leases on account of any overpayments or underpayments made by such tenants.

3.5.6 **Pro-ration Schedule.** All pro-rations that can be calculated with reasonable certainty prior to the Closing shall be set forth in a schedule (the "**Pro-ration Schedule**") to be prepared by Seller and approved in writing by Buyer not later than five (5) business days prior to the Closing. The Pro-ration Schedule shall show the aggregate net amount of all such pro-rations that are to be allocated to Buyer and Seller, respectively, as of the Closing. Each Party shall be obligated to pay at the Closing, the net amount owing by such Party on account of all such pro-rations, which obligation shall survive the Closing.

3.5.7 **Other Fees and Costs.** Any other costs or charges of Closing that are not specifically described in this Agreement shall be paid and adjusted in accordance with local custom in the county and state in which the Real Property giving rise to such other cost or charge is located.

3.6 **Recording.** Upon satisfaction of the conditions set forth in Section 4 below and the consummation of the Closing, Buyer shall promptly (i) submit for recording the Deeds in the official records of the counties in which the Real Property is located, and (ii) file with the Commander of the Coast Guard District applicable to the Painesville, Ohio property, the completed and fully executed Form CG-2554, and shall take all other actions necessary to transfer of the private aids from Seller to Buyer.

3.7 **Possession.** Right to possession of the Property shall transfer to Buyer on the Closing Date. Seller shall transfer and deliver to Buyer on the Closing Date such keys and other similar items as Buyer may reasonably require to obtain occupancy and control of the Property.

4. **Conditions Precedent to Closing.**

4.1 **Conditions to Seller's Obligations.** Seller's obligation to make the deliveries required of Seller at the Closing Date and otherwise consummate the transaction contemplated herein shall be subject to the satisfaction or waiver by Seller of each of the following conditions:

4.1.1 All of the representations and warranties of Buyer contained herein shall continue to be true and correct as of the Closing Date.

4.1.2 Buyer shall have delivered, or shall be prepared to deliver to Seller at the Closing, all cash and other documents required of Buyer to be delivered at the Closing.

4.1.3 No action, suit or other proceedings shall be pending before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any governmental authority having appropriate jurisdiction.

4.1.4 Buyer shall have substantially performed or tendered performance of each and every material covenant on Buyer's part to be performed which, by its terms, is required to be performed at or before the Closing.

4.1.5 Seller's DIP Lender shall have consented to the transaction contemplated by this Agreement, which consent shall not be unreasonably withheld.

4.1.6 The Bankruptcy Court shall have entered the Approval Order in accordance with Section 8 below, and the Approval Order shall not have been reversed or stayed as of the Closing Date.

In the event that any of the conditions precedent set forth in this Section 4.1 shall not have been satisfied on or before the Closing Date, then Seller shall have the right to waive such unsatisfied condition(s) in writing and proceed with the Closing (in which event Buyer shall have no liability following the Closing for or with respect to any such unsatisfied condition so waived by Sellers), or to terminate this Agreement by written notice of termination given to Buyer not later than the Closing Date, in which event such termination shall be governed by the provisions of Section 4.3 (or Section 0, including the applicable notice and cure periods set forth therein, if the non-satisfaction of any such condition is a Buyer Default).

4.2 **Conditions to Buyer's Obligations.** Buyer's obligation to make the deliveries required of Buyer at the Closing, and to otherwise close the transaction contemplated herein, shall be subject to the satisfaction or waiver by Buyer of each of the following conditions:

4.2.1 Seller shall have substantially performed or tendered performance of each and every covenant on Seller's part to be performed which, by its terms, is capable of performance before the Closing.

4.2.2 All representations and warranties of Seller contained herein shall continue to be true and correct as of the Closing Date.

4.2.3 Seller shall have executed and be prepared to deliver to Buyer the Deeds and the FIRPTA Statement.

4.2.4 Seller shall have delivered, or shall be prepared to deliver to Buyer at the Closing, all other documents required of Seller to be delivered at the Closing.

4.2.5 Title Company shall issue, or unconditionally commit at Closing to issue, to Buyer, an extended coverage owner's title policy in accordance with the Title Commitment as provided in Section 2.4, subject only to the standard exceptions and exclusions

from coverage contained in such policy (with such deletions, modifications and endorsements required by Buyer) and the Permitted Encumbrances (the "**Title Policy**").

4.2.6 No action, suit or other proceedings shall be pending before any court, tribunal or governmental authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any law, decree or regulation of any governmental authority having appropriate jurisdiction.

4.2.7 The Bankruptcy Court shall have entered the Approval Order in accordance with Section 8 below, and the Approval Order shall not have been reversed or stayed as of the Closing Date.

In the event that any of the conditions precedent set forth in this Section 4.2 shall not have been satisfied on or before the Closing Date, then Buyer shall have the right to waive such unsatisfied condition(s) in writing and proceed with the Closing (in which event Seller shall have no liability following the Closing for or with respect to any such unsatisfied condition so waived by Buyer), or to terminate this Agreement by written notice of termination given to Seller not later than the Closing Date, in which event such termination shall be governed by the provisions of Section 4.3 (or Section 0, including the applicable notice and cure periods set forth therein, if the non-satisfaction of such condition is a Seller Default).

4.3 **Termination.**

4.3.1 **Termination of this Agreement.** In the event that either (i) Seller or Buyer elects to terminate this Agreement pursuant to any provision of this Agreement that expressly grants such Party the right to terminate or (ii) the Approval Order is not entered in accordance with Section 8.1 prior to July 10, 2017 (as such date may be extended by mutual written agreement of Seller and Buyer, which agreement shall not be unreasonably withheld by either party), then except in the case of a termination on account of a Seller Default or Buyer Default (as such terms are defined below), the Escrow shall be cancelled and (b) Escrow Holder shall return the Deposit, and all interest earned thereon, to Buyer, (c) Buyer and Seller shall each pay one-half (1/2) of any applicable fees or charges owing to Escrow Holder on account of cancellation of the Escrow, and (d) neither party shall have any further rights or obligations under this Agreement, except for any indemnification obligations expressly provided in this Agreement and any other rights or obligations which this Agreement expressly provides will survive the termination of this Agreement.

4.3.2 **Buyer Default.** Buyer shall be deemed to be in default under this Agreement in the event that, following the Effective Date and prior to or at Closing, (a) any representations and warranties of Buyer expressly set forth in this Agreement shall be inaccurate in any material respect, whether or not such inaccuracy is intentional or within the control of Buyer and Buyer fails to cure same within three (3) business days (i.e., excluding Saturdays, Sundays and national holidays) following receipt of written notice thereof from Seller, or (b) Buyer shall fail to perform, as and when required by this Agreement, any obligation of Buyer set forth in this Agreement and shall not fully cure such failure within three (3) business days (i.e., excluding Saturdays, Sundays and national holidays) following receipt of written notice thereof from Seller (collectively, a "**Buyer Default**"). In the event of any Buyer Default, Seller may elect, at any time during the continuance of such Buyer Default, to terminate this Agreement by written notice to Buyer, with a copy to Escrow Holder. Upon any such termination by Seller, Escrow Holder shall immediately deliver the Deposit to Seller, and Seller shall retain the Deposit as liquidated damages and as Seller's sole remedy for such default by Buyer. **The parties have agreed that Seller's actual damages, in the event of a Buyer Default under this Agreement, would be extremely difficult or impracticable to determine. After negotiation, the parties have agreed that, considering all the circumstances existing on the date of this Agreement, the amount of the Deposit is a reasonable estimate of the damages that Seller would incur in the event of such Buyer Default. By placing their initials below, each party specifically confirms the accuracy of the statements made above and the fact that each party has been represented by legal counsel who has explained, at the time that this Agreement was made and executed by such party, the consequences of this liquidated damages provision. This liquidated damages provision shall not preclude, however, and Seller may enforce against Buyer separately and in addition to the retention of the Deposit as liquidated damages, (i) Buyer's obligation to pay any and all escrow or title cancellation fees or charges owing to Escrow Holder arising from Seller's termination of this Agreement by reason of a Buyer Default, and (ii) any indemnification obligations of Buyer expressly set forth in this Agreement which exist and arise prior to the termination of this Agreement by Seller.**

BUYER

SELLER

Initials:

MA

4.3.2 **Buyer Default.** Buyer shall be deemed to be in default under this Agreement in the event that, following the Effective Date and prior to or at Closing, (a) any representations and warranties of Buyer expressly set forth in this Agreement shall be inaccurate in any material respect, whether or not such inaccuracy is intentional or within the control of Buyer and Buyer fails to cure same within three (3) business days (i.e., excluding Saturdays, Sundays and national holidays) following receipt of written notice thereof from Seller, or (b) Buyer shall fail to perform, as and when required by this Agreement, any obligation of Buyer set forth in this Agreement and shall not fully cure such failure within three (3) business days (i.e., excluding Saturdays, Sundays and national holidays) following receipt of written notice thereof from Seller (collectively, a “**Buyer Default**”). In the event of any Buyer Default, Seller may elect, at any time during the continuance of such Buyer Default, to terminate this Agreement by written notice to Buyer, with a copy to Escrow Holder. Upon any such termination by Seller, Escrow Holder shall immediately deliver the Deposit to Seller, and Seller shall retain the Deposit as liquidated damages and as Seller’s sole remedy for such default by Buyer. **The parties have agreed that Seller’s actual damages, in the event of a Buyer Default under this Agreement, would be extremely difficult or impracticable to determine. After negotiation, the parties have agreed that, considering all the circumstances existing on the date of this Agreement, the amount of the Deposit is a reasonable estimate of the damages that Seller would incur in the event of such Buyer Default. By placing their initials below, each party specifically confirms the accuracy of the statements made above and the fact that each party has been represented by legal counsel who has explained, at the time that this Agreement was made and executed by such party, the consequences of this liquidated damages provision. This liquidated damages provision shall not preclude, however, and Seller may enforce against Buyer separately and in addition to the retention of the Deposit as liquidated damages, (i) Buyer’s obligation to pay any and all escrow or title cancellation fees or charges owing to Escrow Holder arising from Seller’s termination of this Agreement by reason of a Buyer Default, and (ii) any indemnification obligations of Buyer expressly set forth in this Agreement which exist and arise prior to the termination of this Agreement by Seller.**

BUYER

SELLER

Initials:



4.3.3 **Seller Default**. Seller shall be deemed to be in default under this Agreement in the event that, following the Effective Date and prior to or at Closing, (a) any representations and warranties of Seller expressly set forth in this Agreement shall be inaccurate in any material respect, whether or not such inaccuracy is intentional or within the control of Seller, or (b) Seller shall fail to perform, as and when required by this Agreement, any obligation of Seller set forth in this Agreement and shall not fully cure such failure within three (3) business days following receipt of written notice thereof from Buyer or (c) pursuant to Section 8.1 (including, without limitation, in connection with any termination resulting from consummation of a transaction with an Upset Purchaser (as defined in and contemplated by Section 8.1 below) in circumstances where such termination was not itself the result of a default by Buyer hereunder) (collectively, a “**Seller Default**”). In the event of any Seller Default, Buyer may elect, at any time during the continuance of such Seller Default, and as Buyer’s sole and exclusive remedy on account of such Seller Default, to either (i) terminate this Agreement by written notice to Seller, with a copy to Escrow Holder, which termination shall be governed by the provisions of Section 4.3.1, except that Seller shall be solely responsible for the payment of any and all escrow or title cancellation fees or charges owing to Escrow Holder by reason of such termination or (ii) seek specific performance consistent with Sections 9.16 and 9.21 hereof. The foregoing provisions shall not preclude, however, and Buyer may enforce against Seller separately and in addition to the foregoing remedies, Seller’s obligation to pay any and all escrow or title cancellation fees or charges owing to Escrow Holder arising from Buyer’s termination of this Agreement by reason of a Seller Default.

4.4 **Restriction on Buyer Claims Post-Closing**. Following the Closing, Buyer shall have no claim against Seller for or on account of the breach or inaccuracy of any representation or warranty of Seller or Seller’s failure to perform any obligation of Seller under this Agreement prior to Closing.

5. **Seller’s Representations and Warranties**. Seller hereby makes the following representations and warranties to Buyer:

5.1 **Power of Seller**. Upon obtaining the Approval Order, Seller will have the power and authority to execute, deliver and perform this Agreement and all writings relating hereto.

5.2 **Authorization of Seller**. This Agreement has been duly executed and delivered by Seller, and subject to Seller’s obtaining the Approval Order, the execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Seller and assuming due and valid authorization, execution and delivery of this Agreement by Buyer, and upon execution and delivery by Seller, this Agreement will constitute a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, does not and will not, to Seller’s knowledge: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (ii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Seller is a Party or by which Seller or its assets or properties may be bound.

5.3 **Title.** Seller is the owner of good and marketable fee simple title to the Real Property, subject only to the Permitted Encumbrances. This representation shall terminate and be of no further effect upon delivery to Buyer of the Title Policy for the applicable Real Property.

5.4 **Leases.** Exhibit F lists all tenants and Leases (including all amendments and guarantees thereto) of the Real Property that are or have been assumed by the Debtors and will be assigned to the Buyer unless disapproved by Buyer pursuant to Section 2.5.1, and no uncured breach or default exists on the part of the landlord or tenant thereunder.

5.5 **Contracts.** Exhibit G lists all Contracts with respect to the Real Property that are or have been assumed by the Debtors and will be assigned to the Buyer unless disapproved by Buyer pursuant to Section 2.5.1, and no uncured breach or default exists on the part of the owner or counterparty thereunder.

5.6 **Submerged Land Leases.** Seller has not received any written notice from any lessor under the Submerged Land Leases of any default or breach on the part of lessee which has not been remedied. Seller is not aware of any default or breach on the part of any lessor under the Submerged Land Leases which has not been remedied.

6. **Buyer's Warranties and Representations.** In addition to the representations and warranties contained elsewhere in this Agreement, Buyer hereby makes the following representations and warranties to Seller:

6.1 **Power of Buyer.** Buyer has all requisite power to execute, deliver and perform this Agreement and all writings relating hereto.

6.2 **Authorization of Buyer.** This Agreement has been duly executed and delivered by Buyer, and subject to Seller's obtaining the Approval Order, the execution and delivery of this Agreement, the consummation of the transaction herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Seller and assuming due and valid authorization, execution and delivery of this Agreement by Seller, and upon execution and delivery by Seller, this Agreement will constitute a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms does not and will not, to Buyer's knowledge: (i) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (ii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Buyer is a Party or by which Buyer or their assets or properties may be bound.

7. **AS-IS.** BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND ANY DOCUMENT EXECUTED BY SELLER AND DELIVERED TO BUYER AT CLOSING, SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS AND WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ITS REPRESENTATIVES AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition of the Property, including, but not limited to, the structural

elements, foundation, roof, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iv) the development potential of the Property and the use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (vi) the compliance of the Property with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Substances on, under or about the Property or the adjoining or neighboring property, (viii) the quality of any labor and materials used in any structures or other improvements comprising part of the Property, (ix) the condition of title to the Property, and (x) the economics of the operation of the Property. For purposes of this Agreement, “**Hazardous Substances**” means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 6901 et seq.), as amended (“**CERCLA**”), or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.), as amended (“**RCRA**”), or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, or polychlorinated biphenyls.

8. **Bankruptcy Court Matters.**

8.1 **Sale Motion and Approval Order.** Promptly following the mutual execution and delivery of this Agreement by the Parties (and in no event later than five (5) business days thereafter), Seller shall make a motion (the “**Sale Motion**”) for an order from the Bankruptcy Court in form and content agreeable to Buyer and Occidental Chemical Holding Corporation, as DIP lender, to be hereafter attached as **Exhibit E** hereto and incorporated herein by this reference (the “**Approval Order**”). Following the filing of the Sale Motion, Seller shall use reasonable, good faith efforts to obtain the Approval Order and Buyer shall cooperate in all reasonable respects in such efforts, including in demonstrating to the Bankruptcy Court its ability to provide adequate assurance of future performance under any executory contracts to be assumed by the Debtors and assigned to the Buyer. Both Buyer’s and Seller’s obligations to consummate the transactions contemplated in this Agreement that Buyer and Seller may hereafter enter into shall be conditioned upon the Bankruptcy Court’s entry of the Approval Order. If the Bankruptcy Court refuses to issue the Approval Order or to approve any third party purchaser for the Property at the hearing on the Sale Motion, or if the Approval Order is for any reason whatsoever not entered by the Bankruptcy Court, then this transaction shall automatically terminate, and the provisions of Section 4.3.1 shall apply to such termination. In the event that a third party (an “**Upset Purchaser**” and the underlying agreement between the Upset Purchaser and Seller, the “**Upset Agreement**”) is approved by the Bankruptcy Court as the purchaser of the Property at the hearing on the Sale Motion then this Agreement shall not terminate, but rather shall become a “**back-up bid**” that shall remain open for acceptance by Seller for a period of sixty (60) days following such hearing, but subject and subordinate in all respects to the rights of the Upset Purchaser under the Upset Agreement. Upon entry of the Approval Order in accordance with the provisions of this Section 8.1 (such entry date being referred to herein as the “**Sale Approval Date**”), the condition set forth in this Section 8.1 shall conclusively be deemed satisfied.

9. **Miscellaneous.**

9.1 **Damage and Destruction; Condemnation.** Seller shall promptly notify Buyer of the occurrence of any damage to or destruction of the Real Property (or initiation of condemnation proceedings) that occurs prior to the Closing Date. In the event of any damage to or destruction of the Property (or condemnation) prior to the Closing Date the cost of which to repair or restore would total five percent (5%) of the Purchase Price (the “**Threshold**”) or less, then the Purchase Price shall be reduced by the estimated cost of repair (unless insurance proceeds are made available to Buyer) and there shall be no effect on Buyer’s or Seller’s obligation to close. In the event of any damage to or destruction of the Real Property prior to the Closing Date the cost of which to repair would equal or exceed the Threshold, then unless Seller causes the same to be repaired and restored in all material respects prior to the Closing Date (in which case the Purchase Price shall be unaffected and the Parties shall proceed with the Closing as though such damage, destruction or proceedings had never occurred or been initiated), Buyer shall have the right and option to either (i) terminate the transaction contemplated herein, in which event, Seller shall promptly cause the Deposit to be returned to Buyer, or (ii) elect to receive, as its sole and exclusive remedy by reason of such damage or destruction, a Purchase Price reduction in the amount of the uninsured replacement value of such damage and consummate the transaction contemplated herein as though the damage or destruction had never occurred or been initiated; provided, however, in no event shall the reduction of the Purchase Price pursuant to this sentence exceed two percent (2%) of the Purchase Price. If Buyer elects to consummate the purchase pursuant to clause (ii) above, (x) all insurance or condemnation proceeds collected by or paid to Seller prior to the Closing Date, shall be credited against the Purchase Price on Buyer’s account or the Purchase Price shall be adjusted by an amount agreed between Buyer and Seller, and (y) all entitlement to all other insurance or condemnation proceeds arising out of such damage or destruction or proceedings and not collected prior to the Closing Date shall be assigned to Buyer at the Closing. Notwithstanding anything to the contrary in this Agreement, the risk of loss or damage to the Real Property shall unconditionally shift to Buyer on the Closing Date. For avoidance of doubt, Buyer and Seller intend that the provisions of this Section 9.1 shall control over any right or remedy to which Buyer may otherwise be entitled under this Agreement by reason of the occurrence of any event subject to this Section 9.1.

9.2 **Intentionally Omitted.**

9.3 **Notices.** Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by any Party to the other may be effected by personal delivery in writing, by overnight delivery by a nationally recognized express courier service or by registered; or certified mail, postage prepaid, return receipt requested; or via confirmed facsimile or email transmission, and shall be deemed communicated as of the date of receipt. Mailed notices shall be addressed as set forth below, but each Party may change its address by written notice in accordance with this Section 9.3.

To Seller:	Tierra Solutions, Inc. 10333 Richmond Avenue, Suite 1050 Houston, Texas 77042 Attention: Paul Brzozowski Email: pbrzozowski@tierrasolutionsinc.com
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With a copy to: Morrison & Foerster LLP
250 West 55th Street
New York 10019-9601
Attention: Jordan A. Wishnew
Facsimile: (212) 468-7900
Email: jwishnew@mofo.com

To Buyer: Mariana Properties, Inc.
c/o Glenn Springs Holdings, Inc.
5 Greenway Plaza, Suite 110
Houston, Texas 77046
Attention: Mike Anderson, President
Facsimile: (713) 350-4733
Email: mike_anderson@oxy.com

With a copy to: Vinson & Elkins L.L.P.
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201
Attention: Paul A. Martin
Reference: OXY480.13024
Facsimile: (214) 999-7875
Email: pmartin@velaw.com

and to:

White & Case LLP
1221 Avenue of the Americas
New York, New York 10020-1095
Attention: Chris Shore
Facsimile: (212) 218-0193
Email: cshore@whitecase.com

9.4 **Entire Agreement; No Third Party Beneficiaries.** This Agreement and the Exhibits hereto constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof and supersede and cancel all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the Parties, oral and written, with respect to the subject matter hereof, and are not intended to confer upon any person or entity other than the Parties hereto and thereto any rights or remedies hereunder. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the Party to be charged.

9.5 **Modification.** This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the Parties hereto.

9.6 **Closing Date.** All actions to be taken on the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously, and no act, document or transaction

shall be deemed to have been taken, delivered or effected until all such actions, documents and transactions have been taken, delivered or effected.

9.7 **Severability**. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

9.8 **Captions**. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

9.9 **Further Assurances**. Each Party hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other Party for the purpose of giving effect to the transactions contemplated herein or the intentions of the Parties with respect thereto; provided that nothing herein shall be deemed to require any Party to execute or deliver any such further assurance, document or instrument to the extent that the same could in any material way increase the burdens, obligations or liabilities otherwise imposed upon such Party by this Agreement.

9.10 **Waiver**. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

9.11 **Brokerage Obligations**. Except for Keen-Summit Capital Partners, LLC (the "**Broker**"), who was engaged by Seller in connection with this transaction, Seller and Buyer each represent and warrant to the other that, such Party has incurred no liability to any real estate broker or other broker or agent with respect to the payment of any commission regarding the consummation of the transaction contemplated hereby. It is agreed that other than the fee or commission payable to the Broker (which shall be paid by Seller to the Broker at the time of the Closing (subject to approval of the Bankruptcy Court)), if commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Buyer in connection with this transaction, all such claims shall be handled and paid solely by the Seller.

9.12 **Payment of Fees and Expenses**. Each Party shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of the Agreement and the transaction described herein.

9.13 **Survival**. Except as otherwise expressly provided in Section 5.3, the respective representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall not be deemed waived or otherwise affected by the Closing.

9.14 **Assignments**. Buyer may assign this Agreement to an affiliate of Buyer prior to the Closing (and to multiple affiliates of Buyer should Buyer create a separate legal entity for each site). However, such assignment will not relieve Buyer of its obligations under this

Agreement. Seller may not assign its interest in this Agreement without the prior written consent of Buyer, which consent shall not be unreasonably withheld.

9.15 **Binding Effect.** Subject to the provisions of Section 9.14, above, this Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

9.16 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of Delaware, except that the laws of the jurisdiction in which the Real Property is located shall govern and apply to the applicable Deed and its legal effect.

9.17 **Good Faith.** All Parties hereto agree to do all acts and execute all documents required to carry out the terms of this Agreement and to act in good faith with respect to the terms and conditions contained herein before and after Closing.

9.18 **Construction.** In the interpretation and construction of this Agreement, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either Party hereto.

9.19 **Counterparts.** This Agreement may be signed in counterparts. The Parties further agree that this Agreement may be executed by the exchange of facsimile signature pages provided that by doing so the Parties agree to undertake to provide original signatures as soon thereafter as reasonable in the circumstances.

9.20 **Time is of the Essence.** Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

9.21 Bankruptcy Court Jurisdiction. THE PARTIES AGREE THAT IF ANY DISPUTE ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED HEREUNDER OR IN CONNECTION HERewith, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE PERSONAL AND SUBJECT MATTER JURISDICTION AND SHALL BE THE EXCLUSIVE VENUE TO RESOLVE ANY AND ALL DISPUTES RELATING TO THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. SUCH COURT SHALL HAVE SOLE JURISDICTION OVER SUCH MATTERS AND THE PARTIES AFFECTED THEREBY AND BUYER AND SELLER EACH HEREBY CONSENT AND SUBMIT TO SUCH JURISDICTION.

9.22 Jury Trial Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING REGARDING THIS AGREEMENT OR ANY PROVISION HEREOF.

9.23 **Interpretation and Rules of Construction.** In this Agreement, except to the extent that the context otherwise requires:

9.23.1 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 a Schedule to, this Agreement unless otherwise indicated;

9.23.2 the headings and captions used in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

9.23.3 whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

9.23.4 the words “hereof,” “herein” and “hereunder” and works of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

9.23.5 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;

9.23.6 the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

9.23.7 any law defined or referred to herein or in any agreement or instrument that is referred to herein means such law or statute as from time to time amended, modified or supplemented, including by succession of comparable successor laws;

9.23.8 references to a person are also to its permitted successors and assigns; and


9.23.9 the use of “or” is not intended to be exclusive unless expressly indicated otherwise.

[Signature Pages Follow]

In Witness Whereof, Buyer and Seller have executed this Purchase and Sale Agreement as of the day and year first above written.

BUYER:

MARIANA PROPERTIES, INC.

By: 
Name: MIKE ANDERSON
Title: PRESIDENT

SELLER:

TIERRA SOLUTIONS, INC.

By: _____
Name: Paul Brzozowski
Title: Authorized Signatory

In Witness Whereof, Buyer and Seller have executed this Purchase and Sale Agreement as of the day and year first above written.

BUYER:

MARIANA PROPERTIES, INC.

By: _____
Name: _____
Title: _____

SELLER:

TIERRA SOLUTIONS, INC.

By:  _____ 6/16/2017
Name: Paul Brzozowski
Title: Authorized Signatory

JOINDER BY ESCROW HOLDER

Escrow Holder has executed this Agreement to confirm that Escrow Holder shall hold the Deposit required to be deposited under this Agreement and the interest earned thereto, in escrow, and shall disburse the Deposit, and the interest earned thereon, pursuant to the provisions of this Agreement (including Exhibit B hereto).

EAM LAND SERVICES, INC.

By: _____

Name: _____

Title: _____

Date Executed by Escrow Holder: _____

EXHIBIT A-1²

Description of #2 O'Brien Rd, Kearny, NJ

ALL the real property located in the Town of Kearny, County of Hudson, State of New Jersey and more particularly described as follows:

Being known and designated as Lots 27, 28, 29, 30 and 31 as the same are shown on a Map entitled "Final Plat Map of Property belonging to Kearny Industrial Properties, Inc., 26 New Street, Cambridge 38, Massachusetts, situated in the Town of Kearny, Hudson County, N.J.", which Map was made by Leslie E. West, C.E., dated 08/27/1962, recorded 12/05/1962 in the Office of the Register of Hudson County as Map # 2069.

The said premises are also described by metes and bounds as follows:

BEGINNING at a concrete monument set in the Northeasterly line of Jacet Road distant therein on a course of North 49 degrees 40 minutes 40 seconds West, 716.91 feet measured from the Northwesterly line of List Road as extended Southwesterly to form an intersection with said line of Jacet Road, and thence running

1. North 47 degrees 46 minutes 10 seconds West along the said Northeasterly line of Jacet Road, 6.37 feet to a point; thence
2. North 40 degrees 19 minutes 20 seconds East, 328.88 feet to a point; thence running
3. South 50 degrees 58 minutes (00 seconds – survey) East, 18.27 feet to a point; thence running
4. North 50 degrees 55 minutes (00 seconds – survey) East, 51.38 feet to a point; thence running
5. South 49 degrees 40 minutes (00 seconds – survey) East, 807.10 feet to a point in the said Northwesterly line of List Road; thence running
6. South 56 degrees 40 minutes 50 seconds West along the said Northwesterly line of List Road, 377.31 (377.16 – survey) feet to a point of curve therein; thence running
7. In a Southwesterly direction and curving towards the right with a radius of 25 feet an arc distance of 32.13 feet to a point of tangency in the said Northeasterly line of Jacet Road, and thence running
8. North 49 degrees 40 minutes 40 seconds West along the said Northeasterly line of Jacet Road, 698.19 (698.23 – survey) feet to the point or place of BEGINNING.

The land referred to herein is commonly known as Lots 9-13 in Block 134 on the Tax Map of the Town of Kearny, County of Hudson.

² The legal descriptions attached as Exhibit A-1 through Exhibit A-5 are subject to further review by Buyer.

EXHIBIT A-2

Description of 1015 Belleville Turnpike, Kearny, NJ

ALL those tracts or parcels of land and premises, situate, lying and being in the Town of Kearny in the County of Hudson and State of New Jersey, more particularly described herein:

FIRST TRACT: BEGINNING at a point in the northeasterly side of The Belleville Turnpike where the same is intersected by the southeasterly line of lands of the Pennsylvania, New Jersey and New York Railroad Company; running thence (1) along the northeasterly side line of the Belleville Turnpike South thirty-one (31) degrees thirty-nine (39) minutes thirty (30) seconds East six hundred twenty-one feet and forty hundredths of a foot (621.40'); thence (2) North fifty-eight (58) degrees twenty (20) minutes thirty (30) seconds East and at right angles in said Belleville Turnpike one hundred three feet and twelve hundredths of a foot (103.12') to the point distant five hundred seventy feet (570') southeasterly from the southeasterly line of lands of the Pennsylvania, New Jersey and New York Railroad Company measured on a line at right angles thereto; thence (3) North seventy-four (74) degrees fifteen (15) minutes East and parallel to said Pennsylvania, New Jersey and New York Railroad Company one thousand three hundred eighty-three feet and forty-nine hundredths of a foot (1383.49') to the southwesterly line of lands of the New York and Greenwood Lake Railroad Company; thence (4) North five (5) degrees five (5) minutes thirty (30) seconds West along the southwesterly line of lands of said Railroad Company five hundred eighty feet and one one-hundredths of a foot (580.01') to the southeasterly line of lands of the Pennsylvania, New Jersey and New York Railroad Company; thence (5) South seventy-four (74) degrees fifteen (15) minutes West along the southeasterly line of lands of said Railroad Company one thousand seven hundred fifty-five feet and fifty-one one-hundredths of a foot (1755.51') to the point or place of BEGINNING.

SECOND TRACT: BEGINNING at a point in the southeasterly line of lands of the Pennsylvania, New Jersey and New York Railroad Company where the same is intersected by the northeasterly line of lands of the New York and Greenwood Lake Railroad Company; and running thence (1) South five (5) degrees five (5) minutes thirty (30) seconds East four hundred seven feet and two hundredths of a foot (407.02') along said lands of the New York and Greenwood Lake Railroad Company to a point distant four hundred (400') southeasterly from the southeasterly line of lands of the Pennsylvania, New Jersey and New York Railroad Company measured on a line at right angles thereto; thence (2) North seventy-four (74) degrees fifteen (15) minutes East and parallel to said Pennsylvania, New Jersey and New York Railroad Company four hundred sixty feet (460') more or less to the westerly shore line of the Hackensack River; thence (3) northerly along the westerly shore line of the Hackensack River four hundred seven feet (407') more or less to the southeasterly line of lands of the Pennsylvania, New Jersey and New York Railroad Company; thence (4) South seventy-four (74) degrees fifteen (15) minutes West four hundred eighty feet (480') more or less to the point or place of BEGINNING.

THIRD TRACT: BEGINNING at a point in the easterly line of the New York and Greenwood Lake Railroad where the same is intersected by the southerly boundary line of Tract No. 2 conveyed to the Martin Dennis Company by Newark Meadows Improvement Company by deed dated April 20, 1911 said point being distant four hundred feet (400') southeasterly from the southeasterly line of lands of the Pennsylvania, New Jersey and New York Railroad Company

measured at right angles thereto; thence running (1) North seventy-four (74) degrees fifteen (15) minutes East four hundred sixty feet (460') more or less to the westerly shore line of the Hackensack River; thence (2) southerly along said westerly shore line of the Hackensack River one hundred seventy feet (170') more or less to a point which is distant five hundred seventy feet (570') southeasterly from the southeasterly line of the lands of the Pennsylvania, New Jersey and New York Railroad Company measured on a line at right angles thereto; thence (3) South seventy-four (74) degrees fifteen (15) minutes West four hundred eighty feet (480') more or less parallel to the said southeasterly line of the Pennsylvania, New Jersey and New York Railroad Company to the easterly line of the lands of the New York and Greenwood Lake Railroad; thence (4) North five (5) degrees five (5) minutes thirty (30) seconds West along the said easterly line of the New York and Greenwood Lake Railroad one hundred seventy-two feet and ninety-eight hundredths of a foot (172.98') to the point or place of BEGINNING.

FOURTH TRACT: BEGINNING at a point in the high water line of the westerly shore of the Hackensack River where the same is intersected by the division line between the right of way of the Pennsylvania, New Jersey and New York Railroad and lands of the said The Martin Dennis Company; and from thence northerly along said division line extended thirty-two feet (32') to the exterior pierhead and bulkhead line established by the Commissioners appointed under the authority of the act entitled "An Act to ascertain the rights of the State and of riparian owners in the lands lying under the waters of the Bay of New York and elsewhere in this State" approved April 11, 1864 and the supplements thereto; thence along said exterior pierhead and bulkhead line South ten (10) degrees West one hundred sixty feet (160') to an angle point; thence still along said exterior pierhead and bulkhead line South eight (8) degrees one (1) minute thirty (30) seconds East two hundred fifty-two feet (252') to a point in line with the southerly line of lands of the said The Martin Dennis Company extended easterly to said exterior pierhead and bulkhead line; thence westerly along said southerly line of lands of The Martin Dennis Company extended, thirty-six feet (36') to the high water line of the westerly shore of the Hackensack River; thence northerly along said high water line to the place of BEGINNING.

FIFTH TRACT: BEGINNING at a point in the high water line of the westerly shore of the Hackensack River distant four hundred feet (400') southerly at right angles from the southerly right of way line of the Pennsylvania, New Jersey and New York Railroad Company; and from thence North seventy-four (74) degrees fifteen (15) minutes East along the southerly line of lands under water granted by the State of New Jersey to The Martin Dennis Company June 1, 1911 thirty-six feet (36') more or less to the bulkhead and pierhead line established by the Board of Commerce and Navigation appointed under the authority of the act entitled "An Act creating a department to be known as the Board of Commerce and Navigation, and vesting therein all the powers and duties now devolved by law upon the Board of Riparian Commissioner" etc., approved April 8, 1915; thence along said bulkhead and pierhead line South eight (8) degrees one (1) minute and thirty (30) seconds East one hundred seventy-one feet and fifty-six hundredths of a foot (171.56') more or less to a point; thence South seventy-four (74) degrees fifteen (15) minutes West parallel with the southerly right of way of the Pennsylvania, New Jersey and New York Railroad and five hundred seventy feet (570') southerly at right angles therefrom thirty-eight (38') more or less to the high water line of the westerly shore of the Hackensack River; thence northerly along said high water line to the place of BEGINNING.

EXCEPTING so much of the above described land as conveyed under Deed Book 33 at page 261.

The above described premises are shown on the tax map of the Town of Kearny as Lot 46 in Block 287 and Lot 47 in Block 287 and Lot 47.01 in Block 287.

The above described premises are shown on the tax map of the Town of Kearny as Lot 46 in Block 287 and Lot 47 in Block 287 and Lot 47.01 in Block 287.

SIXTH TRACT: BEGINNING at a point in the most northwesterly corner of Proposed Lot 32.02, Block 287 said point being distant 1712.17 feet on a bearing of North 65 degrees 25 minutes 28 seconds East along the dividing line between Lot 46, Block 287 and Lot 44, Block 287 from the northeasterly sideline of the Belleville Turnpike and from said point or place of beginning running thence:

1. Along the dividing line between proposed Lot 32.02 Block 287 and Proposed Lot 32.03, Block 287 North 65 degrees 25 minutes 28 seconds East – 30.53 feet to a point; thence;
2. Along the dividing line between Proposed Lot 32.02 Block 287 and Lots 47 and 47R, Block 287 South 13 degrees 55 minutes 02 seconds East – 580.01 feet to a point, thence;
3. Along the dividing line between Proposed Lot 32.02 Block 287 and Proposed Lot 32.01, Block 287 South 65 degrees 25 minutes 28 seconds West – 30.53 feet to a point, thence;
4. Along the diving line between Proposed Lot 32.02 Block 287 and Lot 46, Block 287 North 13 degrees 55 minutes 02 seconds West – 580.01 feet to the POINT OR PLACE OF BEGINNING.

Contains 0.400 Acres of Land

The above description is in accordance with a map entitled “Minor Subdivision Lot 32, Block 287, Town of Kearny, Hudson County, New Jersey” dated January 25, 1991 revised through January 9, 1992 and prepared by the Chester Partnership, Engineers and Surveyors, Laurence Harbor, New Jersey, made by Peter J. Fleming, N.J.P.L.S.

The above described premises are shown on the tax map of the Town of Kearny as Lot 32.02 in Block 287

EXHIBIT A-3

Description of 80-120 Lister Ave., Newark, NJ

PARCEL 1:

The property consists of the land and all the buildings and structures on the land in the City of Newark, County of Essex and State of New Jersey. The legal description is:

BEGINNING at the Northeasterly corner of land heretofore conveyed by The American Agricultural Chemical Company to Peerless Oil Co. of Delaware by Deed dated March 26, 1930, recorded in the Office of the Register of Deeds for Essex County, New Jersey, in Book C-81 of Deeds, Pages 89-93; and thence running:

- (1) Along the Northerly line of said lands of Peerless Oil Co. of Delaware and also the Northerly line of lands heretofore conveyed by The American Agricultural Chemical Company to Retseil Corporation by Deed dated October 24, 1932, and recorded in the Register's Office aforesaid in Book G-85 of Deeds, Pages 154-158, North 84 degrees 45 minutes West, 275.36 feet to a point in the Northerly line of said lands of Retseil Corporation, and the Easterly line of lands described in Deed by The Highway Corporation to The American Agricultural Chemical Company, dated December 28, 1936, and recorded in the Register's Office aforesaid in Book N-91 of Deeds, Page 373, etc.; thence
- (2) Along line of said lands described in said Deed recorded in Book N-91, Page 373, etc., and other lands now or formerly of The American Agricultural Chemical Company, North 5 degrees 15 minutes East 375.55 feet to the Northerly side of the bulkhead (in the Passaic River) on the premises herein described; thence
- (3) Along said Northerly side of said bulkhead North 88 degrees 12 minutes East, 203.31 feet to a point therein; thence
- (4) Still along same North 89 degrees 51 minutes East, 35.87 feet to the Northwesterly corner of Parcel Two of lands heretofore conveyed by The American Agricultural Chemical Company to Swan-Finch Oil Corporation by Deed dated April 21, 1930, and recorded in the Office of the Register aforesaid in Book W-80 of Deeds, Pages 432-436; thence
- (5) South 1 degree 26 minutes East, along the line of lands of Swan-Finch Oil Corporation, 165.22 feet to a point; thence
- (6) Still along said lands of Swan-Finch Oil Corporation, South 7 degrees 48 minutes West, 210 feet to a corner in said lands; thence
- (7) Still along said lands of Swan-Finch Oil Corporation, South 84 degrees, 45 minutes East, 36.87 feet to a point; thence
- (8) Still along said lands of Swan-Finch Oil Corporation South 21 degrees 48 minutes West, 31.30 feet to the point of BEGINNING.

TOGETHER with and subject to a right of way 25 feet in width, extending from Lister Avenue North partly through lands of The American Agricultural Chemical Company lying South of the above-described premises, partly through lands of the aforesaid Peerless Oil Co. of Delaware, partly through lands of the aforesaid Swan-Finch Oil Corporation, and partly through the Southeasterly corner of the land above described, for use in common by The American Agricultural Chemical Company, The Highway Corporation, Peerless Oil Co. of Delaware, Swan-Finch Oil Corporation, and their respective successors and assigns as a means of Ingress from said Egress to Lister Avenue.

Being known and designated as Lot 57 in Block 2438 in the City of Newark, County of Essex, New Jersey.

PARCEL 2:

The property consists of the land and all the buildings and structures on the land in the City of Newark, County of Essex and State of New Jersey. The legal description is:

BEGINNING at a point in the center line of Dock Street (now vacated) where the same is intersected by the division line between the lands hereby conveyed and lands now or formerly of the Sherwin Williams Company which point is North eighty-four degrees forty-five minutes West two hundred sixty-four feet and eighty-eight hundredths of a foot (264.88'), distant from the intersection of the center line of former Dock Street and the center line of former Poplar Street (both streets now vacated); and running thence:

- (1) Along said land of Sherwin Williams North five degrees 15 minutes East forty-one feet and ninety-three hundredths of a foot; thence
- (2) Still along same North seventy degrees forty-nine minutes East twenty-seven feet and sixty-nine hundredths of a foot (27.69'); thence
- (3) Still along the same North eighteen (18) degrees forty-nine minutes West thirty-four feet and twenty-five hundredths of a foot; thence
- (4) Still along the same North five degrees fifteen minutes East one hundred ninety-five feet and thirty-eight hundredths of a foot (195.38'); thence
- (5) Still along the same North eighty-four (84) degrees forty-five minutes West eleven feet and twenty-five hundredths of a foot (11.25'); thence
- (6) Still along the same North five degrees fifteen minutes East one hundred thirty-nine feet and forty-two hundredths of a foot (139.42') to the southerly dock line of the Passaic River; thence
- (7) Along the same North eighty-seven degrees twenty-one minutes East eighty-one feet and sixty-nine hundredths of a foot (81.69') to a point; thence

- (8) North 5 degrees 15 minutes East 1.93 feet to the pierhead and bulkhead line approved by the Assistant Secretary of War May 22, 1916 and adopted February 18, 1924 by the former Board of Commerce and Navigation; thence
- (9) Along the same North 87 degrees 16 minutes 40 seconds East 150.21 feet; thence
- (10) Still along the same North 88 degrees 21 minutes 40 seconds East 138.28 feet to a point in the line of land now or formerly of Highway Corporation; thence
- (11) Along the same South 5 degrees 15 minutes West 377.03 feet to the northerly line of land now or formerly of the Retseil Corporation; thence
- (12) Along the same North 84 degrees 45 minutes West 77.32 feet to an angle in the same; thence
- (13) Still along the same South 5 degrees 10 minutes West 93 feet to a corner where said line intersects the center line extended of former Dock Street (now vacated); thence
- (14) Along the same and bordering lands now or formerly of Retseil Corporation and in continuation thereof North 84 degrees 45 minutes West 289.88 feet to the point or place of BEGINNING.

Said description being in accordance with a survey made by Borrie, McDonald & Watson, dated January 5, 1980, revised February 7, 1980. Being known and designated as Lots Nos. 58 and 59 in Block 2438 on the Tax Map of the City of Newark.

Together with the following right-of-way:

BEGINNING at a point in the northerly line of Lister Avenue therein distant westerly 588.54 feet from the range of the easterly line of Lockwood Street; thence

1. North 5 degrees 10 minutes East and in range with the first part of the thirteenth course of the description of the aforesaid tract 259.0 feet; thence
2. Along the southerly line of said tract North 84 degrees 45 minutes West 25 feet; thence
3. South 5 degrees 10 minutes West 259.0 feet to the said northerly line of Lister Avenue; thence
4. Along the same South 84 degrees 45 minutes East 25.0 feet to the point or place of BEGINNING.

Being known and designated as Lots 58 - 59 in Block 2438 in the City of Newark, County of Essex, New Jersey.

EXHIBIT A-4

Description of 1200 Fairport Nursery Road, Painesville, OH

Situated in the Township of Painesville, County of Lake, State of Ohio, described as follows:

PARCEL 1:

Situated in the Township of Painesville, County of Lake, and State of Ohio, and known as being part of Original Painesville Township Lot 2, Tract 3, and bounded and described as follows:

Beginning at an iron pin set in the centerline of Fairport Nursery Road, 60 feet wide, at its intersection with the Southerly prolongation of the Westerly line of land conveyed to Aluminum Smelting and Refining Co., Inc. by deed recorded in Volume 874, page 590 of Lake County Records, and from which point an iron monument at an angle point in the centerline of Fairport Nursery Road bears South 81 degrees 40 minutes 00 seconds West, 1206.66 feet;

Thence North 8 degrees 20 minutes 00 seconds West along the Southerly prolongation of the Westerly line of said land conveyed to Aluminum Smelting and Refining Co., Inc., 75.00 feet to a railroad spike set at its intersection with the Northerly line of the Fairport Painesville and Eastern Railroad, and the principal place of beginning of the parcel herein described;

Thence North 8 degrees 20 minutes 00 seconds West along the Westerly line of said land conveyed to Aluminum Smelting and Refining Co., Inc., 151.54 feet to a drill hole set at an angle point therein;

Thence North 26 degrees 32 minutes 40 seconds West along the Westerly line of said land conveyed to Aluminum Smelting and Refining Co., Inc., 65.65 feet to its intersection with a Southerly line of said land so conveyed;

Thence South 81 degrees 24 minutes 30 seconds West along said Southerly line of said land conveyed to Aluminum Smelting and Refining Co., Inc., 108.97 feet to its intersection with the Easterly line of Parcel 2 of land conveyed to Pressure Vessel Service of Ohio, Inc., by deed recorded in Volume 64, page 344 of the Official Records of Lake County;

Thence North 8 degrees 25 minutes 30 seconds West along the Easterly line of said land conveyed to Pressure Vessel Service of Ohio, Inc., 273.13 feet to its intersection with a Northerly line of said land conveyed to Aluminum Smelting and Refining Co., Inc.;

Thence North 81 degrees 39 minutes 30 seconds East along said Northerly line of said land conveyed to Aluminum Smelting and Refining Co., Inc., 95.79 feet to its intersection with the Westerly line of land conveyed to Aluminum Smelting and Refining Company, Inc., by deed recorded in Volume 893, page 933 of Lake County Records;

Thence North 8 degrees 20 minutes 30 seconds West along the Westerly line of said land conveyed to Aluminum Smelting and Refining Company, Inc., 271.52 feet to its intersection with the Northerly line of said land so conveyed, and from which point an iron pin found bears North 81 degrees 38 minutes 57 seconds East, 0.10 feet; North 8 degrees 21 minutes 03 seconds West, 0.43 feet;

Thence North 81 degrees 38 minutes 57 seconds East along the Northerly line of said land conveyed to Aluminum Smelting and Refining Company, Inc., and the Northerly line of said land conveyed to Aluminum Smelting and Refining Co., Inc., 336.46 feet to an iron pin set at an angle point therein;

Thence North 82 degrees 35 minutes 27 seconds East along the Northerly line of said land conveyed to Aluminum Smelting and Refining Co., Inc., 300.00 feet to an angle point therein, and from which point an iron pin found bears North 7 degrees 24 minutes 33 seconds West, 0.78 feet;

Thence North 78 degrees 56 minutes 03 seconds East along the Northerly line of said land conveyed to Aluminum Smelting and Refining Co., Inc., 150.47 feet to an iron pin set;

Thence South 6 degrees 43 minutes 00 seconds East, 615.76 feet to an iron pin set; Thence South 81 degrees 40 minutes 00 seconds West, 720.18 feet to a drill hole set;

Thence South 8 degrees 20 minutes 00 seconds East, 145.00 feet to a nail marker set in the Northerly line of said Fairport, Painesville and Eastern Railroad;

Thence South 81 degrees 40 minutes 00 seconds West along the Northerly line of said Fairport, Painesville, and Eastern Railroad, 15.00 feet to the principal place of beginning, and containing 11.5393 acres of land according to a survey by Donald G. Bohning & Associates, Inc. dated August, 1997.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.

PARCEL 2A:

Situated in the Township of Painesville, County of Lake, State of Ohio and known as being part of Lot 3, Tract 3, Samuel Fowler Lots, Tract 4 in said Township and is bounded and described as follows:

Beginning at a point at the intersection of the centerlines of East Street and Fairport-Nursery Road;

Thence along the centerline of Fairport-Nursery Road by the following courses and distances;

Thence North 89 degrees 43 minutes 26 seconds East, a distance of 299.99 feet to a point at an angle point in said centerline;

Thence North 48 degrees 59 minutes 58 seconds East, a distance of 2094.60 feet to a point at an angle point in said centerline;

Thence North 76 degrees 48 minutes 06 seconds East, a distance of 866.25 feet to a point at an angle point in said centerline;

Thence North 81 degrees 40 minutes 33 seconds East, a distance of 594.16 feet to an iron pin in a monument box;

Thence North 82 degrees 44 minutes 40 seconds East, a distance of 388.80 feet to an iron pin in a monument box;

Thence North 81 degrees 40 minutes 00 second East, a distance of 457.92 feet to a point;

Thence North 8 degrees 51 minutes 22 seconds West, a distance of 75.00 feet to a point on the Northerly right-of-way line of property owned by the Fairport-Painesville and Eastern Railroad Company and the principal place of beginning of the premises herein intended to be described;

COURSE 1 Thence continuing North 8 degrees 51 minutes 22 seconds West, a distance of 392.02 feet to a point;

COURSE 1A Thence along the arc of a curve, deflecting to the left, a distance of 39.56 feet, said curve having a radius of 61.16 feet and a chord bearing North 27 degrees 23 minutes 07 seconds West 38.87 feet to a point of tangency;

COURSE 2 Thence North 45 degrees 54 minutes 49 seconds West, a distance of 18.61 feet to a point;

COURSE 3 Thence South 81 degrees 38 minutes 01 second West, a distance of 1204.64 feet to a point;

COURSE 4 Thence North 8 degrees 08 minutes 22 seconds West, a distance of 209.63 feet to a point;

COURSE 5 Thence North 81 degrees 51 minutes 38 seconds East, a distance of 5.00 feet to a point;

COURSE 6 Thence North 8 degrees 0 minute 22 seconds West, a distance of 35.12 feet to a point;

COURSE 7 Thence North 81 degrees 39 minutes 08 seconds East, a distance of 3.14 feet to a point;

COURSE 8 Thence North 8 degrees 27 minutes 15 seconds West, a distance of 100.43 feet to a point;

COURSE 9 Thence South 81 degrees 36 minutes 12 seconds West, a distance of 262.92 feet to a point;

COURSE 10 Thence North 8 degrees 59 minutes 20 seconds West, a distance of 318.74 feet to a point in the centerline of Lakefront Road;

COURSE 11 Thence along the centerline of Lakefront Road South 77 degrees 40 minutes 00 second West, a distance of 74.57 feet to an angle point in said road;

COURSE 12 Thence continuing along the centerline of Lakefront Road South 80 degrees 50 minutes 00 second West, a distance of 193.29 feet to a point, said point also being the Southwesterly corner of land conveyed to Lake County;

COURSE 13 Thence along the Westerly line of and conveyed to Lake County North 8 degrees 02 minutes 50 seconds West, a distance of 307.59 feet to a point on the waters edge of Lake Erie as of 11-25-77;

COURSE 14 Thence along the waters edge South 73 degrees 46 minutes 35 seconds West, a distance of 275.02 feet to a point;

COURSE 15 Thence continuing along the waters edge South 34 degrees 51 minutes 43 seconds West, a distance of 77.37 feet to a point;

COURSE 16 Thence continuing along the waters edge South 60 degrees 16 minutes 31 seconds West, a distance of 214.38 feet to a point;

COURSE 17 Thence continuing along the waters edge South 86 degrees 22 minutes 28 seconds West, a distance of 112.78 feet to a point;

COURSE 18 Thence continuing along the waters edge North 78 degrees 33 minutes 37 seconds West, a distance of 154.69 feet to a point;

COURSE 19 Thence South 0 degree 09 minutes 07 seconds East, a distance of 491.01 feet to a point;

COURSE 20 Thence South 49 degrees 48 minutes 17 seconds East, a distance of 22.29 feet to a point;

COURSE 21 Thence South 41 degrees 18 minutes 28 seconds West, a distance of 95.92 feet to a point;

COURSE 22 Thence South 37 degrees 56 minutes 36 seconds West, a distance of 239.60 feet to a point;

COURSE 23 Thence North 81 degrees 35 minutes 06 seconds East, a distance of 574.84 feet to a point;

COURSE 24 Thence South 8 degrees 10 minutes 17 seconds East, a distance of 196.48 feet to a point;

COURSE 25 Thence South 81 degrees 39 minutes 13 seconds West, a distance of 119.22 feet to a point;

COURSE 26 Thence South 8 degrees 17 minutes 07 seconds East, a distance of 132.41 feet to a point;

COURSE 27 Thence South 81 degrees 41 minutes 36 seconds West, a distance of 672.26 feet to a point;

COURSE 28 Thence South 52 degrees 37 minutes 43 seconds West, a distance of 125.44 feet to a point;

COURSE 29 Thence North 32 degrees 36 minutes 17 seconds West, a distance of 56.00 feet to a point;

COURSE 30 Thence South 51 degrees 56 minutes 20 seconds West, a distance of 130.54 feet to a point;

COURSE 31 Thence North 89 degrees 37 minutes 10 seconds West, a distance of 89.09 feet to a point, said point also being on the Easterly line of and owned by Fairport-Painesville and Eastern Railroad Company;

COURSE 32 Thence South 0 degree 04 minutes 11 seconds West along the Easterly line of land owned by Fairport-Painesville and Eastern Railroad Company, a distance of 646.51 feet to a point on the Northerly right-of-way line of the Fairport-Painesville and Eastern Railroad Company;

COURSE 33 Thence along the Northerly right-of-way line of the Fairport-Painesville and Eastern Railroad Company, along the arc of a curve deflecting to the right 406.89 feet, said curve having a radius of 1922.73 feet and a chord which bears North 57 degrees 21 minutes 48 seconds East, 406.13 feet to a point of tangency;

COURSE 34 Thence continuing along the Northerly right-of-way line of the Fairport-Painesville and Eastern Railroad Company North 63 degrees 25 minutes 30 seconds East, a distance of 410.52 feet to a point of curve;

COURSE 35 Thence continuing along the Northerly right-of-way line of Fairport-Painesville and Eastern Railroad Company, along the arc of a curve deflecting to the right 439.60 feet, said curve having a radius

of 1883.02 feet and a chord which bears North 70 degrees 06 minutes 50 seconds East, 438.60 feet to a point of tangency;

COURSE 36 Thence continuing along the Northerly right-of-way line of Fairport-Painesville and Eastern Railroad Company, North 76 degrees 48 minutes 06 seconds East, a distance of 857.02 feet to an angle point;

COURSE 37 Thence continuing along the Northerly right-of-way line of Fairport-Painesville and Eastern Railroad Company, North 81 degrees 40 minutes 33 seconds East, a distance of 597.06 feet to an angle point;

COURSE 38 Thence continuing along the Northerly right-of-way line of Fairport-Painesville and Eastern Railroad Company, North 80 degrees 32 minutes 07 seconds East, a distance of 389.20 feet to an angle point;

COURSE 39 Thence continuing along the Northerly right-of-way line of Fairport-Painesville and Eastern Railroad Company, North 81 degrees 40 minutes 00 seconds East, a distance of 456.53 feet to a point and the principal place of beginning and containing 58.145 acres of land, be the same more or less.

EXCEPTING THE FOLLOWING:

Situated in the Township of Painesville, now the Village of Fairport, County of Lake and State of Ohio and being part of Samuel Fowler Lots, Tract 4, just East of the Village of Fairport and bounded and described as follows:

Beginning on the centerline of Fairport-Nursery Road (60 feet wide) at its intersection with the centerline of East Street (60 feet wide), thence North 89 degrees 43 minutes 26 seconds East along the centerline of said Fairport-Nursery Road, a distance of 299.99 feet to a point;

Thence North 48 degrees 59 minutes 58 seconds East continuing along the centerline of said Fairport-Nursery Road, a distance of 2094.60 feet to a point;

Thence continuing along the centerline of said Fairport-Nursery Road, North 76 degrees 48 minutes 06 seconds East, a distance of 505.24 feet to a point;

Thence North 8 degrees 18 minutes 24 seconds West, a distance of 60.22 feet to a point and the principal place of beginning of the premises herein intended to be described;

Thence Westerly along the Northerly line of the F.P. & E. Railroad, South 76 degrees 48 minutes 06 seconds West, a distance of 498.94 feet to a point;

Thence continuing Westerly along the Northerly line of said F.P. & E. Railroad on the arc of a curve deflecting to the left (the radius of which is 1883.02 feet and the chord bearing South 70 degrees 06 minutes 50 seconds West which is 438.60 feet long), a distance of 439.60 feet to a point;

Thence Northerly by a line which bears North 7 degrees 48 minutes 14 seconds West, a distance of 157.48 feet to a point;

Thence Westerly by a line which bears South 81 degrees 31 minutes 16 seconds West, a distance of 388.71 feet to a point;

Thence Southerly by a line which bears South 7 degrees 48 minutes 14 seconds East a distance of 285.00 feet to a point in the Northerly line of the above said F.P. & E. Railroad;

Thence Westerly on the arc of w curve deflecting to the left (the radius of which is 1922.73 feet and the chord bearing South 57 degrees 21 minutes 48 West which is 406.13 feet long), a distance of 406.89 feet to a point;

Thence Northerly by a line which bears North 0 degree 04 minutes 11 seconds East, a distance of 646.51 feet to a point;

Thence Easterly by a line, which bears South 89 degrees 37 minutes 10 seconds East, a distance of 89.09 feet to a point;

Thence by a line which bears North 51 degrees 56 minutes 20 seconds East, a distance of 130.54 feet to a point in the Southwesterly line of land of Robert Urban and Sol Levenson as recorded in Volume 835, page 257 Lake County Record of Deeds;

Thence along the Southerly lines of land of said Urban and Levenson by the following courses and distances: South 32 degrees 36 minutes 17 seconds, East, a distance of 56.00 feet point; North 52 degrees 37 minutes 43 seconds East, a distance of 125.44 feet to a point and North 81 degrees 41 minutes 36 seconds East, a distance of 228.43 feet to a point;

Thence Southerly by a line which bears South 7 degrees 48 minutes 14 seconds East, a distance of 218.05 feet to a point;

Thence Easterly by a line which bears North 81 degrees 31 minutes 16 seconds East, a distance of 580.00 feet to a point;

Thence Northerly by a line which bears North 7 degrees 48 minutes 14 seconds West, a distance of 218.05 feet to a point;

Thence Easterly by a line which bears North 81 degrees 41 minutes 36 seconds East, a distance of 450.00 feet to a point;

Thence Southerly by a line which bears South 8 degrees 18 minutes 24 seconds East, a distance of 276.00 feet to the principal place of beginning and containing 10.359 acres of land as calculated and described by Colpetzer-Woods Consultants, Inc., Registered Engineers and Surveyors.

PARCEL 2B:

Situated in the Township of Painesville, County of Lake and State of Ohio, and being part of Lot 3, Tract 3, Samuel Fowler Lots, Tract 4 just East of the Village of Fairport and bounded and described as follows:

Beginning on the centerline of Fairport-Nursery Road (60 feet wide) at its intersection with the centerline of East Street (60 feet wide), thence North 89 degrees 43 minutes 26 seconds East along the centerline of said Fairport-Nursery Road, a distance of 299.99 feet to a point;

Thence North 48 degrees 59 minutes 58 seconds East continuing along the centerline of said Fairport-Nursery Road, a distance of 2094.60 feet to a point;

Thence continuing along the centerline of said Fairport-Nursery Road, North 76 degrees 48 minutes 06 seconds East, a distance of 505.24 feet to a point;

Thence North 8 degrees 18 minutes 24 seconds West, a distance of 60.22 feet to a point and the principal place of beginning of the premises herein intended to be described;

Thence Westerly along the Northerly line of the F.P. & E. Railroad, South 76 degrees 48 minutes 06 seconds West, a distance of 498.94 feet to a point;

Thence continuing Westerly along the Northerly line of said F. P. & E. Railroad on the arc of a curve deflecting to the left (the radius of which is 1883.02 feet with a chord bearing South 70 degrees 06 minutes 50 seconds West and is 438.60 feet long), a distance of 439.60 feet to a point;

Thence Northerly by a line which bears North 7 degrees 48 minutes 14 seconds West, a distance of 157.48 feet to a point;

Thence Westerly by a line which bears South 81 degrees 31 minutes 16 seconds West, a distance of 388.71 feet to a point;

Thence Southerly by a line which bears South 7 degrees 48 minutes 14 seconds East, a distance of 285.00 feet to a point in the Northerly line of the above said F. P. & E. Railroad;

Thence Westerly on the arc of a curve deflecting to the left (the radius of which is 1922.73 feet with a chord bearing South 57 degrees 21 minutes 48 seconds West and is 406.13 feet long), a distance of 406.89 feet to a point;

Thence Northerly by a line which bears North 0 degree 04 minutes 11 seconds East, a distance of 646.51 feet to a point;

Thence Easterly by a line which bears South 89 degrees 37 minutes 10 seconds East, a distance of 89.09 feet to a point;

Thence by a line which bears North 51 degrees 56 minutes 20 seconds East, a distance of 130.54 feet to a point in the Southwesterly line of land of Robert Urban and Sol Levenson as recorded in Volume 835, page 257 Lake County Record of Deeds;

Thence along the Southwesterly line of land of said Urban & Levenson, South 32 degrees 36 minutes 17 seconds East, a distance of 56.00 feet to a point;

Thence Southwesterly by a line which bears South 40 degrees 39 minutes 50 seconds West, a distance of 227.14 feet to a point;

Thence Easterly by a line which bears North 81 degrees 31 minutes 16 seconds East, a distance of 506.72 feet to a point;

Thence Southerly by a line which bears South 7 degrees 48 minutes 14 seconds East, a distance of 8.00 feet to a point;

Thence Easterly by a line which bears North 81 degrees 31 minutes 16 seconds East, a distance of 580.00 feet to a point;

Thence Northerly by a line which bears North 7 degrees 48 minutes 14 seconds West, a distance of 218.05 feet to a point;

Thence Easterly by a line which bears North 81 degrees 41 minutes 36 seconds East, a distance of 450.00 feet to a point;

Thence Southerly by a line which bears South 8 degrees 18 minutes 24 seconds East, a distance of 276.00 feet to the principal place of beginning and containing 8.520 acres of and as calculated and described by Colpetzer-Woods Consultants, Inc., Registered Engineers and Surveyors. Part of Parcel 12A-59-10

EXCEPTING THE FOLLOWING:

Situated in the Township of Painesville, County of Lake, State of Ohio and known as being part of Samuel Fowler Lots, Tract 4 in said Township and is further bounded and described as follows:

Beginning on the centerline of East Street (60 feet wide) at the point of intersection of the centerline of Fairport-Nursery Road (60 feet wide);

Thence along the centerline of Fairport-Nursery Road by the following courses and distances;

Thence North 89 degrees 43 minutes 26 seconds East, a distance of 299.99 feet to an angle point in said centerline;

Thence North 48 degrees 59 minutes 58 seconds East, a distance of 2094.60 feet to an angle point in said centerline;

Thence North 76 degrees 48 minutes 06 seconds East, a distance of 11.31 feet to a point;

Thence North 13 degrees 11 minutes 54 seconds West, perpendicular to said centerline, a distance of 60.01 feet to a point of curve on the Northerly sideline of the land now or formerly owned by Fairport-Painesville and Eastern Railroad Company;

Thence along the arc of said Northerly curved sideline of Fairport-Painesville and Eastern Railroad Company's land, deflecting to the left, 439.60 feet, said curve has a radius of 1883.02 feet and a chord which bears South 70 degrees 05 minutes 50 seconds West, a distance of 438.60 feet to its point of tangency,

Thence South 63 degrees 25 minutes 33 seconds West, continuing along said Northerly sideline of Fairport-Painesville and Eastern Railroad Company's land, a distance of 41.16 feet and the principal place of beginning of the premises herein intended to be described;

COURSE 1 Thence continuing South 63 degrees 25 minutes 33 seconds West along said Northerly side line of Fairport-Painesville and Eastern Railroad Company's land, a distance of 369.36 feet to a point of curve;

COURSE 2 Thence along the arc of said Northerly curved side line of Fairport-Painesville and Eastern Railroad Company's land, deflecting to the left 406.89 feet, said curve having a radius of 1,922.73 feet and a chord which bears South 57 degrees 21 minutes 48 seconds West, a distance of 406.13 feet to a point;

COURSE 3 Thence North 00 degree 04 minutes 11 seconds East along an Easterly side line of said Fairport-Painesville and Eastern Railroad Company's land, a distance of 646.51 feet to a point, said point also being a Southwesterly corner of land now or formerly owned by W. Nyler and William E. Schuster as recorded in Volume 885, page 1024 of Lake County Deed Records;

COURSE 4 Thence South 89 degrees 37 minutes 10 seconds East along a Southerly line of said Schuster's land, a distance of 89.09 feet to an angle point therein.

COURSE 5 Thence North 51 degrees 56 minutes 20 seconds East continuing along said Southerly line of Schuster's land, a distance of 130.54 feet to a point on the Southwesterly line of land now or formerly owned by Fairport Properties (Urban and Levenson) as recorded in Volume 835, page 257 of Lake County Deed Records;

COURSE 6 Thence South 32 degrees 36 minutes 17 seconds East along said Southwesterly line of Fairport Properties' land a distance of 56.00 feet to the Southwesterly corner thereof, said point also being on the Westerly line of land now or formerly owned by Bower Co. Ammonia & Chemical (1.839 acre parcel) as recorded in Volume 871, pages 228 & 234 of Lake County Deed Records;

COURSE 7 Thence South 40 degrees 39 minutes 50 seconds West along said Westerly line of Bower Co. Ammonia & Chemical's land, a distance of 227.14 feet to the Southwesterly corner thereof;

COURSE 8 Thence North 81 degrees 31 minutes 16 seconds East along the Southerly line of said Bower Co. Ammonia & Chemical's land and its Northeasterly prolongation thereof 531.72 feet to an angle point;

COURSE 9 Thence South 53 degrees 37 minutes 04 seconds East a distance of 58.20 feet to an angle point;

COURSE 10 Thence South 8 degrees 27 minutes 17 seconds East a distance of 168.37 feet to the principal place of beginning and containing 5.674 acres of land as described by Lake Inc., Engineers & Surveyors, be the same more or less. Parcel Number 12A-59-25

EXCEPTION FROM PARCELS 2A and 2B:

Situated in the Township of Painesville, County of Lake, State of Ohio and known as being part of Lot 3, Tract 3, Samuel Fowler Lots, Tract 4 in said Township and is bounded and described as follows:

Beginning at a point at the intersection of the centerlines of East Street and Fairport Nursery Road;

Thence along the centerline of Fairport Nursery Road by the following courses and distances;

Thence North 89 degrees 43 minutes 26 seconds East, a distance of 299.99 feet to a point at an angle point in said centerline;

Thence North 48 degrees 59 minutes 58 seconds East, a distance of 2094.59 feet to a point at an angle point in said centerline;

Thence North 76 degrees 48 minutes 06 seconds East, a distance of 11.31 feet to a point;

Thence North 13 degrees 11 minutes 54 seconds West, a distance of 60.01 feet to a point on the Northerly right-of-way line of property owned by the Fairport-Painesville and Eastern Railroad Company and the principal place of beginning of the premises herein intended to be described:

COURSE 1 Thence along the arc of a curve, deflecting to the left, a distance of 439.60 feet, said curve having a radius of 1883.02 feet and a chord bearing South 70 degrees 06 minutes 50 seconds West, 438.60 feet to a point;

COURSE 1a Thence South 63 degrees 25 minutes 33 seconds West a distance of 41.16 feet to a point;

COURSE 2 Thence North 8 degrees 27 minutes 17 seconds West, a distance of 168.37 feet to a point;

COURSE 3 Thence North 53 degrees 37 minutes 04 seconds West, a distance of 58.20 feet to a point;

COURSE 4 Thence South 81 degrees 31 minutes 16 seconds West, a distance of 25.00 feet to a point;

COURSE 5 Thence North 7 degrees 48 minutes 14 seconds West, a distance of 210.05 feet to a point;

COURSE 6 Thence North 81 degrees 41 minutes 36 seconds East, a distance of 662.73 feet to a point;

COURSE 7 Thence South 8 degrees 25 minutes 24 seconds East, a distance of 262.03 feet to a point;

COURSE 8 Thence South 81 degrees 34 minutes 36 seconds West, a distance of 115.00 feet to a point;

COURSE 9 Thence South 20 degrees 19 minutes 31 seconds East, a distance of 55.04 feet to a point;

COURSE 10 Thence South 76 degrees 48 minutes 06 seconds West, a distance of 26.09 feet to a point on the Northerly right-of-way line of the Fairport-Painesville and Eastern Railroad Company and the principal place of beginning and containing 5.001 acres of land, be the same more or less.

PARCEL 3:

Situated in the Township of Painesville, County of Lake and State of Ohio, and known as being part of Tract 4, Samuel Fowler Lots and part of Lot 3, Tract 3 in said Township and is bounded and described as follows:

Beginning at a point at the intersection of the centerline of East Street (60 feet wide) and Fairport-Nursery Road (60 feet wide); Thence North 89 degrees 43 minutes 26 seconds East along the centerline of said Fairport-Nursery Road, a distance of 299.99 feet to a point;

Thence North 48 degrees 59 minutes 58 seconds East along the centerline of said Fairport-Nursery Road, a distance of 2094.59 feet to a point;

Thence North 76 degrees 48 minutes 06 seconds East along the centerline of said Fairport-Nursery Road, a distance of 865.98 feet to a point;

Thence North 81 degrees 40 minutes 33 seconds East along the centerline of said Fairport-Nursery Road, a distance of 143.07 feet to a point;

Thence South 6 degrees 17 minutes 36 seconds East, a distance of 30.02 feet to a point, said point being on the Southerly sideline of said Fairport-Nursery Road and the principal place of beginning of the premises herein intended to be described;

COURSE 1 Thence continuing South 6 degrees 17 minutes 36 seconds East, a distance of 309.40 feet to a point on the centerline of a sanitary manhole;

COURSE 2 Thence South 6 degrees 33 minutes 51 seconds East, a distance of 273.60 feet to a point on the centerline of a sanitary manhole.

COURSE 3 Thence South 24 degrees 57 minutes 59 seconds East, a distance of 260.95 feet to a point on the centerline of a sanitary manhole;

COURSE 4 Thence South 43 degrees 04 minutes 15 seconds East, a distance of 600.10 feet to a point on the centerline of a sanitary manhole;

COURSE 5 Thence South 43 degrees 07 minutes 41 seconds East, a distance of 600.45 feet to a point on the centerline of a sanitary manhole;

COURSE 6 Thence South 58 degrees 40 minutes 14 seconds East, a distance of 187.74 feet to a point;

COURSE 7 Thence South 25 degrees 48 minutes 06 seconds West, a distance of about 342.34 feet to a point on the centerline of the Grand River;

COURSE 8 Thence North 77 degrees 18 minutes 35 seconds West along the centerline of the Grand River about 603.77 feet to a point;

COURSE 9 Thence North 33 degrees 09 minutes 07 seconds West, a distance of about 2150.25 feet to a point on the Southerly side line of said Fairport-Nursery Road;

COURSE 10 Thence North 76 degrees 48 minutes 06 seconds East along the Southerly side line of said Fairport-Nursery Road, a distance of 635.46 feet to a point;

COURSE 11 Thence North 81 degrees 40 minutes 33 seconds East along the Southerly side line of said Fairport-Nursery Road, a distance of 140.73 feet to point, said point being the principal place of beginning, and containing 29.305 acres of land, be the same more or less.

PARCEL 4:

Situated partly in the Village of Fairport Harbor and partly in the Township of Painesville, County of Lake and State of Ohio and known as being a part of the Samuel Fowler Lots in Tract No. 4 and a part of Original Lots Nos. 5 and 6, Tract No. 4 in the Eleventh Township of the Eighth Range of the Connecticut Western Reserve and is bounded and described as follows:

Beginning in the Easterly sideline of East Street, 60 feet in width, at its intersection with the Northerly line of the residual portion of land conveyed to the Board of Education of the Fairport Harbor Exempted Village School District by Instrument dated January 26, 1967 and recorded in Volume 661, page 411 of the Lake County Deed Records, said point of beginning being located North 4 degrees 41 minutes 20 seconds West, a distance of 682.33 feet as measured along said sideline from the Northwesterly corner of land conveyed to said Board of Education by instrument dated December 22, 1971 and recorded in Volume 759, page 900 of the Lake County Deed Records;

COURSE 1 Thence North 4 degrees 41 minutes 20 seconds West, along said sideline, 154.95 feet to Southeasterly right-of-way line of the Fairport, Painesville, and Eastern Rail Company, 50 feet in width;

COURSE 2 Thence Northeasterly along said right-of-way line on the arc of a curve which deflects Westerly (the radius of which is also 824.40 feet and the chord of which bears North 13 degrees 40 minutes 59 seconds East and is 461.83 feet in length), a distance of 468.10 feet to a point;

COURSE 3 Thence North 2 degrees 35 minutes 00 seconds West, continuing along said right-of-way line, 645.47 feet to a point at the beginning of a curve;

COURSE 4 Thence Northerly and continuing along said right-of-way line on the arc of said curve which deflects Easterly (the radius of which is 852.83 feet and the chord of which bears North 0 degree 39 minutes 00 seconds East and is 96.20 feet in length), a distance of 96.25 feet to the Southerly sideline of the Fairport-Nursery Road, 60 feet in width;

COURSE 5 Thence North 89 degrees 00 minutes 00 seconds East, along said sideline, 46.50 feet to a point at the beginning of a curve;

COURSE 6 Thence Northeasterly and continuing along said sideline on the arc of a curve which deflects Northerly (the radius of which is 261.01 feet and the chord of which bears North 68 degrees 38 minutes 12 seconds East and is 181.65 feet in length), a distance of 185.53 feet to a point;

COURSE 7 Thence North 48 degrees 16 minutes 25 seconds East, continuing along said sideline, 338.79 feet to an iron pin stake found marking the Northwesterly corner of land conveyed to Environmental Brine Services, Inc., by instrument dated April 7, 1985 and recorded in Volume 136, page 814 of the Lake County Official Records;

COURSE 8 Thence South 0 degree 40 minutes 25 seconds East, along the Westerly line of said land of Environmental Brine Services, Inc., 856.55 feet to the Southwesterly corner thereof;

COURSE 9 Thence South 1 degree 52 minutes 05 seconds East, 733.69 feet to a point on the Easterly prolongation of the aforesaid Northerly line of the residual portion of land of Board of Education;

COURSE 10 Thence South 85 degrees 18 minutes 40 seconds West, along said prolongation and line of said residual portion of land, 573.00 feet to the point of beginning and containing 15.896 acres of land of which 4.614 acres are contained within the corporate limits of said Village of Fairport Harbor and 11.282 acres are contained within the limits of the Township of Painesville according to a survey performed in December, 1986 by Timothy P. Hadden, Ohio Registered Surveyor No. 6786 of Colpetzer-Thomas, Inc., Registered Engineers and Surveyors, be the same more or less.

PARCEL 5:

Situated in the Township of Painesville, Village of Fairport, County of Lake and State of Ohio, and known as part of Lots 7, 8, 9, and 10 and part of the S. F. lots in Tract 4, and is bounded and described as follows:

Beginning at a stone at the Southwest corner of Lot 92 of C. A. Moodey's plat of part of Lots 5 and 6 in Tract 4 as recorded in Portfolio of Plats "A", page 27;

thence South 89 degrees 45 minutes East in the South line of said Moodey plat and land owned by C. A. Moodey 728.8 feet to the center of Grand River passing through a stone in the East line of East Street and through an iron stake on the West bank of said River;

thence down the river by the following courses: South 28 degrees East 355.9 feet; South 39 degrees 01 minutes East 339.4 feet; South 45 degrees 02 minutes East 178 feet; South 33 degrees 15 minutes East 198.3 feet; South 53 degrees 58 minutes East 219.8 feet;

thence South 0 degrees 53 minutes West 169 feet, to an iron stake in the center of the old Fairport Road, so-called;

thence North 83 degrees 07 minutes West on the center of said Old Road, 495 feet to a stone at the Northwest corner of that part of the H. H. Hine estate lying West of Grand River;

thence along the Westerly line of said Hine estate South 26 degrees 56 minutes East 334.6 feet to the center of St. Clair Street;

thence South 9 degrees 36 minutes West 499.2 feet to a stone at the Southwest corner of said Hine estate;

thence South 72 degrees 54 minutes East 91.1 feet to an iron stake;

thence South 62 degrees 42 minutes East 209.1 feet to an iron stake at the margin of the river; thence South 23 degrees 12 minutes East 160 feet to the center of said river;

thence down said river by the following courses: South 66 degrees 08 minutes West 391 feet, South 36 West 126.6 feet, South 26 degrees 55 minutes West 142.6 feet to the Northeasterly corner of land now or formerly owned by Mary Casement;

thence North 51 degrees 14 minutes West on said Casement line, 188 feet to an iron stake at said Casement's North corner;

thence South 47 degrees 50 minutes West 443.85 feet to the center of the Fairport Road at the West corner of land owned by one Corlett;

thence North 40 degrees 41 minutes West on the center of said Fairport Road, 1782.1 feet to the most Southerly corner of land owned by M. C. Mighton and S. J. Merrill;

thence North 0 degree 22 minutes West on said Mighton and Merrill's East line, 1306.13 feet to the Southwest corner of land recently conveyed by the Fairport Land Company to C. L. Flaccus;

thence on said Flaccus' line North 44 degrees 02 minutes East 117.8 feet;

thence South 89 degrees 49 minutes East 628.3 feet to the beginning, containing 95-444/1000 acres of land.

EXCEPT:

Volume 759, page 900; Volume 799, page 1246; Volume 815, page 1332; Volume 884, page 261; Volume 402, page 330; Volume 171, page 499; Volume 756, page 749; Volume 731, page 588; Volume 693, page 471; Volume 618, page 538; Volume 816, page 841;

Also excepting:

Plat W/11 Fairport Industrial Park

Plat 1/20 Grandon Industrial Park

PARCEL 6:

Situated in the Township of Painesville, County of Lake, State of Ohio and known as being a part of Original Painesville Township Lot Nos. 1 and 2, in Tract 3 and being further bounded and described as follows:

Beginning at the most Southwesterly corner of an 83.537 parcel of land conveyed to Mitchell Transport Inc. by deed recorded in Volume 553, page 961 of Lake County Records. Said point also being on the Northerly line of a parcel of land conveyed to Crompton Manufacturing Company, Inc. by Instrument Number 200112586 of Lake County Records;

Thence Northerly along the Westerly line of said 83.357 acre parcel of land conveyed to Mitchell Transport Inc. a distance of about 873.95 feet to the Northwesterly corner thereof;

Thence Easterly along the Northerly line of land so conveyed a distance of about 60.00 feet to the Southwesterly corner of a 7.473 acre parcel of land as conveyed to Mitchell Transport Inc. by deed recorded in Volume 553, page 961 of Lake County Records as aforesaid;

Thence Northerly along the Westerly line of land so conveyed to Mitchell Transport Inc. a distance of about 312.84 feet to the Southerly line of Lake Erie;

Thence Westerly along the Southerly line of Lake Erie to the Northeasterly corner of a parcel of land conveyed to Erie-Coke Properties by Instrument Number 200104402 of Lake County Records;

Thence Southerly along the Easterly line of land so conveyed to Erie-Coke Properties Inc. a distance of about 849.24 feet to the Southeasterly corner thereof, said point also being on the Northerly line of land conveyed to Aluminum Smelting & Refining Company by deed recorded in Volume 874, page 590 of Lake County Records;

Thence Easterly along the Northerly line of land so conveyed to Aluminum Smelting & Refining Company to the most Northeasterly corner thereof;

Thence Southerly along the Easterly line of land so conveyed to Aluminum Smelting & Refining Company to the Northwesterly corner of a parcel of land conveyed to Crompton Manufacturing Company by Instrument Number 200112586 of Lake County Records;

Thence continuing along said Northerly line of Crompton Manufacturing Inc. to the place of beginning, intending to describe about 30.33 acres of land as shown on plat of land in the Painesville works for Chemical Land Holdings Inc. dated May, 2001 by C.T. Consultants.

PARCEL 7:

Situated in the Township of Painesville, County of Lake and State of Ohio and known as being part of Lots No. 1, 2 and 3 in Tract No. 3 in said Township and is further bounded and described as follows:

Beginning at the intersection of the Southerly sideline of Fairport Nursery Road (60 feet wide) with the Easterly line of land now or formerly owned by Standard Machine and Equipment Company by deed dated December 29, 1977 and as recorded in Volume 839, page 4 of Lake County Deed Records;

COURSE 1 Thence North 81 degrees 40 minutes 33 seconds East along said Southerly sideline of Fairport Nursery Road, a distance of 451.56 feet to an angle point in said sideline;

COURSE 2 Thence North 82 degrees 44 minutes 40 seconds East, continuing along said Southerly sideline of Fairport Nursery Road, a distance of 388.94 feet to an angle point in said sideline;

COURSE 3 Thence North 81 degrees 40 minutes 00 second East, continuing along said Southerly sideline of Fairport Nursery Road, a distance of 3,146.14 feet to a point on the Westerly line of land now or formerly owned by Uniroyal, Inc. by deed dated September 5, 1969 and as recorded in Volume 723, page 93 of Lake County Deed Records;

COURSE 4 Thence South 1 degree 02 minutes 17 seconds West along said Westerly line of Uniroyal Inc's land, a distance of 1262.29 feet to a point on the centerline of the Grand River;

COURSE 5 Thence South 62 degrees 36 minutes 35 seconds West along said centerline of the Grand River, a distance of 560.66 feet to an angle point in said river;

COURSE 6 Thence South 52 degrees 37 minutes 39 seconds West, continuing along said centerline of the Grand River, a distance of 742.86 feet to an angle point in said river;

COURSE 7 Thence South 82 degrees 24 minutes 02 seconds West, continuing along said centerline of the Grand River, a distance of 669.47 feet to an angle point in said river;

COURSE 8 Thence South 51 degrees 25 minutes 13 seconds West, continuing along said centerline of the Grand River, a distance of 1,089.77 feet to an angle point in said river;

COURSE 9 Thence North 77 degrees 18 minutes 35 seconds West, continuing along said centerline of the Grand River, a distance of 258.27 feet to a point;

COURSE 10 Thence North 25 degrees 48 minutes 06 seconds East, a distance of 322.58 feet to a point;

COURSE 11 Thence North 58 degrees 40 minutes 14 seconds West along a Southeasterly prolongation and a Northeasterly line of said Standard Machine and Equipment Company's land, a distance of 248.02 feet to an angle point therein, said point also being on the centerline of a sanitary manhole;

COURSE 12 Thence North 43 degrees 07 minutes 41 seconds West, continuing along a Northeasterly line of said Standard Machine and Equipment Company's land, a distance of 600.45 feet to an angle point therein, said point also being on the centerline of a sanitary manhole;

COURSE 13 Thence North 43 degrees 04 minutes 15 seconds West, continuing along a Northeasterly line of said Standard Machine and Equipment Company's land, a distance of 600.10 feet to an angle point therein, said point also being on the centerline of a sanitary manhole;

COURSE 14 Thence North 24 degrees 57 minutes 59 seconds West, continuing along a Northeasterly line of said Standard Machine and Equipment Company's land, a distance of 260.95 feet to an angle point therein, said point also being on the centerline of a sanitary manhole;

COURSE 15 Thence North 6 degrees 33 minutes 51 seconds West, continuing along a Northeasterly line of said Standard Machine and Equipment Company's land, a distance of 273.60 feet to an angle point therein, said point also being on the centerline of a sanitary manhole;

COURSE 16 Thence North 6 degrees 17 minutes 36 seconds West, continuing along a Northeasterly line of said Standard Machine and Equipment Company's land, a distance of 309.40 feet to the Place of Beginning and containing 149.130 acres of land, as described by Lake Inc., Engineers and Surveyors, be the same, more or less.

PARCEL 8A:

Situated in the Township of Painesville, County of Lake and State of Ohio, and known as being in Tracts Nos. 3 and 4 in said Township, bounded as follows:

Beginning in the center of Grand River at the Northeast corner of the Skinner Farm (so called) now or formerly owned by H. H. Hine;

thence with the line of said Skinner Farm, South 52 chains East 15 chains 28 links to the center of the road leading from Skinners by the D. T. French Farm;

thence with the same North 12-1/4 degrees East 3 chains 75 links to the line of land formerly owned by R. W. and A. Skinner;

thence with their line North 23 chains 94 links, North 28 degrees East 1 chain 35 links, North 66-3/4 degrees East 4 chains 25 links, North 34-1/2 degrees East 3 chains 96 links to the center of said River;

thence down the same with the meanderings thereof to the place of beginning, containing 77-84/100 acres by actual survey and is the whole of the Dr. Metthers Farm so-called. Be the same more or less. The above description is listed on the Lake County Tax Duplicate as 65.22 acres in Lot 7, Tract Number 3, Painesville Township and as 12.62 acres in Lot 7, Tract Number 3, Painesville City, Ward 1.

PARCEL 8B:

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being Tract Four beginning in the center of the Grand River at a point where the North line of the State Street Road if continued would cross the river;

thence East along said line about 1450 links to a stone culvert on the West line of Tract Three;

thence North on said tract line 1023 links to the South line of what was formerly P. F. Mather's Land;

thence West along Mather's South line 992 links to the Southwest corner of land formerly owned by said P. F. Mather;

thence North along the West line of the land formerly owned by said P. F. Mather, 5254 links to the center of Grand River;

thence along and down the center said river Westward and Southerly 8816 links to the place of beginning. Containing approximately 72.96 acres of land, of which 63.09 is in Painesville Township and approximately 9.87 is in Painesville City Ward 1.

PARCEL 9:

Situated in the Township of Painesville, County of Lake, State of Ohio, and known as being a part of Lot 2, Tract 3 in said Township and is bounded and described as follows:

Beginning at a point at the intersection of the centerlines of East Street and Fairport Nursery Road;

Thence along the centerline of Fairport Nursery Road by the following courses and distances;

North 89 degrees 46 minutes East a distance of 299.99 feet to a tangent intersection in said centerline;

North 49 degrees 02 minutes East a distance of 2094.60 feet to a point at a tangent intersection in said centerline;

North 76 degrees 50 minutes 30 seconds East a distance of 866.25 feet to a point at an angle in said centerline;

North 81 degrees 44 minutes 30 seconds East a distance of 594.16 feet to an iron pin in a monument box;

North 87 degrees 44 minutes 30 seconds East a distance of 388.80 feet to an iron pin in a monument box and North 81 degrees East a distance of 1206.66 feet to a point;

Thence North 8 degrees 20 minutes 00 second West a distance of 226.54 feet to a point;

Thence North 26 degrees 32 minutes 40 seconds West a distance of 65.65 feet to an iron pipe stake;

Thence South 81 degrees 24 minutes 30 seconds West a distance of 131.61 feet to a point; Thence North 8 degrees 25 minutes 30 seconds West a distance of 242.10 feet to a point; Thence South 81 degrees 43 minutes 30 seconds West a distance of 150.70 feet to a point; Thence North 8 degrees 25 minutes 30 seconds West a distance of 30.95 feet to an iron pin;

Thence North 8 degrees 20 minutes 30 seconds West a distance of 271.65 feet to a point and the principle place of beginning of the premises herein intended to be described:

COURSE I Thence South 81 degrees 38 minutes 57 seconds West a distance of 844.00 feet to an iron pin;

COURSE II Thence North 8 degrees 21 minutes 03 seconds West, a distance of 591.00 feet to a point at the waters edge of Lake Erie;

COURSE III Thence North 74 degrees 55 minutes 24 seconds East along the waters edge of Lake Erie a distance of 2431.62 feet to a point;

COURSE IV Thence South 8 degrees 21 minutes 03 seconds East a distance of 849.24 feet to an iron pin;

COURSE V Thence South 78 degrees 56 minutes 18 seconds West a distance of 665.72 feet to an iron pin;

COURSE VI Thence South 82 degrees 35 minutes 27 seconds West a distance of 300.00 feet to an iron pin;

COURSE VII Thence South 81 degrees 38 minutes 57 seconds West a distance of 605.94 feet to the principle place of beginning, and containing 40.509 acres of land as surveyed by Lake, Inc., Engineers and Surveyors, be the same more or less.

PARCEL 10A:

Situated in the Township of Painesville, County of Lake, and State of Ohio, and known as being part of Lots 2 and 3, Tract 3, Samuel Fowler Lots, Tract 4 in said Township and bounded and described as follows:

Beginning at the Southwest property corner of a parcel of land owned by Erie Coke and Chemical Company as recorded in Volume 819, page 1309 of the Lake County Deed Records, said corner being the principle place of beginning of the premises herein intended to be described;

COURSE 1

Thence North 8 degrees 21 minutes 03 seconds West along the Westerly property line of said Erie Coke and Chemical Company, a distance of 566.7 feet to a point on the waters edge of Lake Erie as of 7-8-78;

COURSE 2

Thence South 77 degrees 17 minutes 31 seconds West, along the waters edge of Lake Erie, a distance of 171.24 feet to an angle point;

COURSE 3

Thence South 76 degrees 10 minutes 36 seconds West, continuing along the waters edge of Lake Erie, a distance of 194.64 feet to an angle point;

COURSE 4

Thence North 85 degrees 17 minutes 12 seconds West, continuing along the waters edge of Lake Erie, a distance of 443.34 feet to a point, said point being on an Easterly property line of land conveyed to Lake County;

COURSE 5

Thence South 46 degrees 10 minutes 30 seconds East, along an Easterly property line of land conveyed to said Lake County, a distance of 313.90 feet to a point, said point being the Southeast corner of a parcel of land conveyed to said Lake County;

COURSE 6

Thence South 75 degrees 59 minutes 00 second West, along a Southerly property line of land conveyed to said Lake County, a distance of 153.30 feet to an angle point;

COURSE 7

Thence South 77 degrees 40 minutes 00 second West, along a Southerly property line of land conveyed to said Lake County, a distance of 336.13 feet to a point, said point being a Northerly property corner of a parcel of land owned by Standard Machine & Equipment Company as recorded in Volume 839, page 1 of Lake County Deed Records;

COURSE 8

Thence South 8 degrees 59 minutes 20 seconds East, along an Easterly property line of and owned by said Standard Machine & Equipment Company a distance of 318.74 feet to an angle point;

COURSE 9

Thence North 81 degrees 36 minutes 12 seconds East along a Northerly property line of land owned by said Standard Machine & Equipment Company, a distance of 262.92 feet to an angle point;

COURSE 10

Thence South 8 degrees 27 minutes 15 seconds East, along an Easterly property line of land owned by said Standard Machine & Equipment Company, a distance of 100.43 feet to a point, said point being on a Northerly property line of land known as the B-1 caustic tract;

COURSE 11

Thence North 81 degrees 39 minutes 08 seconds East, along a Northerly property line of the said B-1 caustic tract, a distance of 203.00 feet to an angle point;

COURSE 12

Thence North 8 degrees 23 minutes 56 seconds West, along a Westerly property line of the said B-1 caustic tract, a distance of 100.83 feet to an angle point;

COURSE 13

Thence North 81 degrees 37 minutes 33 seconds East along a Northerly property line of the said B-1 caustic tract, a distance of 333.91 feet to an angle point;

COURSE 14

Thence South 8 degrees 11 minutes 32 seconds East along an Easterly property line of the said B-1 caustic tract, a distance of 100.98 feet to an angle point;

COURSE 15

Thence North 81 degrees 39 minutes 08 seconds East along a Northerly property line of the said B-1 caustic tract, a distance of 586.30 feet to a point, said point being the Northeast property corner of said B-1 caustic tract, and being on a Westerly property line of a parcel of land known as the West cement tract;

COURSE 16

Thence North 14 degrees 58 minutes 35 seconds West, along a Westerly property line of said West cement tract, a distance of 37.83 feet to an angle point;

COURSE 17

Thence North 8 degrees 21 minutes 03 seconds West, continuing along a Westerly property line of said West cement tract, a distance of 32.44 feet to a point, said point being the Northwest property corner of said West cement tract and being on a Southerly property line of said Erie Coke and Chemical Co.;

COURSE 18

Thence South 81 degrees 38 minutes 57 seconds West along a Southerly property line of said Erie Coke and Chemical Company, a distance of 293.40 feet to a point and the principle place of beginning, and containing 13.094 acres of land, be the same more or less.

PARCEL 10B:

Situated in the Township of Painesville, County of Lake and State of Ohio and known as being part of Lots 2 and 3, Tract 3 in said Township and is further bounded and described as follows:

Beginning at the Southwesterly corner of a parcel of land owned by Erie Coke and Chemical Company as recorded in Volume 819, page 1309 of the Lake County Deed Records;

Thence North 81 degrees 38 minutes 57 seconds East along a Southerly property line of said Erie Coke and Chemical Company, a distance of 293.40 feet to a point, said point being the Northwest corner of a parcel of land known as the West cement tract;

Thence South 8 degrees 21 minutes 03 seconds East along a Westerly property line of said West cement tract, a distance of 32.44 feet to a point;

Thence South 14 degrees 58 minutes 35 seconds East continuing along a Westerly property line of said West cement tract a distance of 37.83 feet to a point, and the principal place of beginning of the premises herein intended to be described;

COURSE 1

Thence continuing South 14 degrees 58 minutes 35 seconds East along a Westerly property line of said West cement tract a distance of 25.77 feet to a point;

COURSE 2

Thence South 8 degrees 18 minutes 37 seconds East continuing along a Westerly property line of said West cement tract, a distance of 103.41 feet to a point of curve;

COURSE 3

Thence along the arc of a curve deflecting to the left 47.23 feet, said curve being a Westerly line of said West cement tract and having a radius of 71.96 feet and a chord which bears South 27 degrees 06 minutes 44 seconds East, a distance of 46.38 feet to a point of tangency;

COURSE 4

Thence South 45 degrees 55 minutes 49 seconds East continuing along a Westerly property line of said West cement tract, a distance of 90.09 feet to a point, said point being an Easterly property corner of a parcel of land owned by Standard Machine & Equipment Co. recorded in Volume 839, page 1 of Lake County Records;

COURSE 5

Thence South 81 degrees 38 minutes 01 seconds West along a Northerly property line of said Standard Machine & Equipment Company, a distance of 1204.64 feet to a point;

COURSE 6

Thence North 8 degrees 08 minutes 22 seconds West along an Easterly property line of said Standard Machine & Equipment Company, a distance of 209.63 feet to a point;

COURSE 7

Thence North 81 degrees 51 minutes 38 seconds East along a Northerly property line of said Standard Machine & Equipment Company, a distance of 5.00 feet to a point;

COURSE 8

Thence North 8 degrees 08 minutes 22 seconds West along an Easterly property line of said Standard Machine & Equipment Company, a distance of 35.12 feet to a point;

COURSE 9

Thence North 81 degrees 39 minutes 08 seconds East along a Northerly property line of said Standard Machine & Equipment Company and its extension, a distance of 206.14 feet to a point;

COURSE 10

Thence North 8 degrees 25 minutes 56 seconds West, a distance of 100.83 feet to a point;

COURSE 11

Thence North 81 degrees 37 minutes 33 seconds East, a distance of 333.91 feet to a point;

COURSE 12

Thence South 8 degrees 11 minutes 32 seconds East, a distance of 100.98 feet to a point;

COURSE 13

Thence North 81 degrees 39 minutes 08 seconds East, a distance of 586.30 feet to a point, said point being on a Westerly property line of said West cement tract, and the principle place of beginning, and containing 7.209 acres of land, be the same more or less.

PARCEL 11:

Being 337.13 acres of land out of Permanent Parcel No. 35A-002-0-00-001 and 122.40 acres of land out of Permanent Parcel No. 15A-019-0-00-001 and also being a 459.53 acre portion of lands conveyed to Nacelle Land and Mortgage Corporation by instrument dated January 8, 1980 and recorded in Volume 870, page 619 of the Lake County Deed Records and described as follows:

Situated in the City of Painesville, County of Lake and State of Ohio and known as being a part of Original Painesville Township Lots No. 4, No. 5, No. 6 and No. 7, Tract No. 3 and part of Original Painesville Township Lot No. 5, Tract No. 2, and is further bounded and described as follows:

Beginning at a point on the centerline of Elm Street (55 feet wide), at its intersection with the centerline of State Street (66 feet wide);

Thence North 12 degrees 40 minutes 18 seconds East, along the centerline of said Elm Street, a distance of 679.13 feet to a point, said point being the Northeast property corner of land now or formerly owned by Louise A. and Adelbert A. Abrahamson as recorded in Volume 253, page 260 of the Lake County Deed Records;

Thence North 87 degrees 28 minutes 06 seconds West, along the Northerly property line of land owned by said Louise A. and Adelbert A. Abrahamson, a distance of 27.94 feet to a point, said point being on

the Westerly sideline of said Elm Street, and the principal place of beginning of the premises herein intended to be described:

COURSE 1 Thence continuing North 87 degrees 28 minutes 06 seconds West, along the Northerly property line of land owned by said Louise A. and Adelbert A. Abrahamson, a distance of 327.91 feet to a point, said point being on the Easterly property line of land owned by the City of Painesville, as recorded in Volume 287, page 300 of the Lake County Deed Records;

COURSE 2 Thence North 2 degrees 01 minute 19 seconds East, along the Easterly property line of land owned by said City of Painesville, a distance of 509.83 feet to a point, said point being on the corporation line between the City of Painesville and the Township of Painesville, said point also being on a Southerly property line of land owned by the Board of Trustees, Painesville Township, as recorded in Volume 533, page 87 of the Lake County Deed Records;

COURSE 3 Thence South 89 degrees 30 minutes 01 second East, along said corporation line of and the Southerly property line of the Board of Trustees, Painesville Township, a distance of 139.25 feet to a point, said point being the Southeast property corner of land owned by the Board of Trustees, Painesville Township;

COURSE 4 Thence North 30 degrees 43 minutes 32 seconds East, along the Easterly property line of land owned by the Board of Trustees, Painesville Township, a distance of 781.12 feet to a point, said point being the Northeast property corner of the Board of Trustees, Painesville Township, and also being a Southerly property line of a 16.558 acre parcel of land;

COURSE 5 Thence South 60 degrees 21 minutes 16 seconds East, along the Southerly property line of a 16.558 acre parcel of land, a distance of 83.23 feet to a point, said point being the Southeast property corner of a 16.558 acre parcel of land;

COURSE 6 Thence North 28 degrees 24 minutes 07 seconds East, along an Easterly property line of a 16.558 acre parcel of land, a distance of 422.48 feet to a point;

COURSE 7 Thence North 65 degrees 27 minutes 28 seconds East, continuing along an Easterly property line of a 16.558 acre parcel of land, a distance of 136.66 feet to a point;

COURSE 8 Thence North 28 degrees 31 minutes 59 seconds West, continuing along an Easterly property line of a 16.558 acre parcel of land, a distance of 113.61 feet to a point;

COURSE 9 Thence North 25 degrees 48 minutes 06 seconds East, continuing along an Easterly property line of a 16.558 acre parcel of land, a distance of 405.50 feet to a point on the centerline of the Grand River, said point being a Southwest property corner of a parcel of land known as Waste Lake No. 2;

COURSE 10 Thence South 77 degrees 18 minutes 35 seconds East, along the centerline of the Grand River and a Southerly property line of Waste Lake No. 2, a distance of 258.54 feet to a point;

COURSE 11 Thence North 51 degrees 25 minutes 13 seconds East, continuing along the centerline of the Grand River and a Southerly property line of Waste Lake No. 2, a distance of 1089.77 feet to a point;

COURSE 12 Thence North 82 degrees 24 minutes 02 seconds East, continuing along the centerline of the Grand River and a Southerly property line of Waste Lake No. 2, a distance of 669.47 feet to a point;

COURSE 13 Thence North 52 degrees 37 minutes 39 seconds East, continuing along the centerline of the Grand River and Southerly property line of Waste Lake No. 2, a distance of 742.86 feet to a point;

COURSE 14 Thence North 62 degrees 36 minutes 35 seconds East, continuing along the centerline of the Grand River and a Southerly property line of Waste Lake No. 2, a distance of 560.66 feet to a point, said point being the Southeast property corner of Waste Lake No. 2 and the Southwest property corner of a 54.908 acre parcel of land owned by Uniroyal, Inc. as recorded in Volume 723, page 93 of the Lake County Deed Records;

COURSE 15 Thence North 66 degrees 05 minutes 24 seconds East, along the centerline of the Grand River and a Southerly property line of said Uniroyal, Inc., a distance of 511.13 feet to a point;

COURSE 16 Thence South 87 degrees 18 minutes 41 seconds East, continuing along the centerline of the Grand River and a Southerly property line of said Uniroyal, Inc., a distance of 394.85 feet to a point;

COURSE 17 Thence South 65 degrees 17 minutes 47 seconds East, continuing along the centerline of the Grand River and Southerly property line of said Uniroyal, Inc., a distance of 326.59 feet to a point;

COURSE 18 Thence South 56 degrees 33 minutes 33 seconds East, continuing along the centerline of the Grand River and Southerly property line of said Uniroyal, Inc., a distance of 599.64 feet to a point;

COURSE 19 Thence South 34 degrees 54 minutes 58 seconds East, continuing along the centerline of the Grand River and a Southerly property line of said Uniroyal, Inc., a distance of 494.33 feet to a point, said point being a Southerly property corner of said Uniroyal, Inc. and a Northwest property corner of land owned by Morris Splaver and Robert A. Forster as recorded in Volume 631, page 466 of the Lake County Deed Records;

COURSE 20 Thence South 19 degrees 33 minutes 59 seconds East, continuing along the centerline of the Grand River and along the Westerly property lines of Morris Splaver and Robert A. Forster, Diamond Alkali Company as recorded in Volume 265, pages 140 and 141 of the Lake County Deed Records, a distance of 789.64 feet to a point, said point being the Southwest property corner of said Diamond Alkali Company and the Northwest property corner of Northeastern Road Improvement Company as recorded in Volume 638, page 515 of the Lake County Deed Records;

COURSE 21 Thence South 25 degrees 57 minutes 23 seconds East, continuing along the centerline of the Grand River and a Westerly property line of said Northeastern Road Improvement Company, a distance of 290.10 feet to an angle point;

COURSE 22 Thence South 19 degrees 20 minutes 53 seconds East, continuing along the centerline of the Grand River and Westerly property lines of Northeastern Road Improvement Company, Charles L. Mantle as recorded in Volume 611, page 25, Volume 228, page 155, and Volume 278, page 150 of the Lake County Deed Records, a distance of 1058.33 feet to an angle point;

COURSE 23 Thence South 14 degrees 38 minutes 23 seconds East, continuing along the centerline of the Grand River and Westerly property lines of Charles L. Mantle, the Cleveland Electric Illuminating

Company as recorded in Volume 648, page 173 of the Lake County Deed Records, a distance of 1249.66 feet to a point, said point being on the corporation line between Painesville Township and the City of Painesville;

COURSE 24 Thence South 34 degrees 18 minutes 57 seconds East, continuing along the centerline of the Grand River, the corporation line, and the Westerly property line of the Cleveland Electric Illuminating Company, a distance of 338.57 feet to a point, said point being the Northeast property corner of land owned by the Cleveland Electric Illuminating Company as recorded in Volume 718, page 251 of the Lake County Deed Records;

COURSE 25 Thence South 79 degrees 00 minutes 05 seconds West, along the Northerly property line of the Cleveland Electric Illuminating Company, a distance of 2908.13 feet to an angle point;

COURSE 26 Thence South 69 degrees 17 minutes 57 seconds West, along the Northerly property line of the Cleveland Illuminating Company, a distance of 256.93 feet to a point, said point being the Northeast property corner of the Cleveland Electric Illuminating Company and also being on a Northeasterly sideline of Elm Street (60 feet wide);

COURSE 27 Thence North 43 degrees 31 minutes 30 seconds West, along a Northeasterly sideline of Elm Street, a distance of 710.33 feet to an angle point;

COURSE 28 Thence North 65 degrees 33 minutes 19 seconds West, along a Northerly sideline of Elm Street, a distance of 2345.68 feet to an angle point;

COURSE 29 Thence North 82 degrees 33 minutes 12 seconds West, continuing along a Northerly sideline of Elm Street, a distance of 1025.04 feet to an angle point;

COURSE 30 Thence South 12 degrees 40 minutes 18 seconds West, along a Westerly sideline of Elm Street (55 feet wide), a distance of 269.96 feet to a point and the principal place of beginning and containing 484.73 acres of land, be the same, more or less.

EXCEPTION 1:

Situated in the City of Painesville, County of Lake and State of Ohio and known as being a part of Original Painesville Township Lot No. 6, Tract No. 3 and is bounded and described as follows:

Beginning in the centerline of Elm Street at an iron pin stake found marking its intersection with the centerline of State Street, 66 feet in width;

Thence North 12 degrees 39 minutes 53 seconds East, along said centerline of Elm Street, 916.68 feet to an iron pin stake found marking an angle therein;

Thence South 82 degrees 33 minutes 12 seconds East, continuing along said centerline of Elm Street, 995.70 feet to an iron pin stake found marking an angle therein;

Thence South 65 degrees 33 minutes 34 seconds East, continuing along said centerline of Elm Street, 720.63 feet to a point located North 65 degrees 33 minutes 34 seconds West, a distance of 1614.83 feet from an iron pin stake found marking an angle in said centerline;

Thence North 24 degrees 26 minutes 26 East, perpendicular to said centerline of Elm Street, 30.00 feet to an iron pin stake set in the Northerly line of same and the principal point of beginning of the following described parcel of land:

COURSE 1 Thence North 26 degrees 23 minutes 31 seconds East, a distance of 178.45 feet to an iron pin stake;

COURSE 2 Thence South 67 degrees 08 minutes 13 seconds East, a distance of 543.25 feet to an iron pin stake;

COURSE 3 Thence South 57 degrees 17 minutes 44 seconds East, a distance of 135.70 feet to an iron pin stake;

COURSE 4 Thence South 25 degrees 42 minutes 52 seconds West, a distance of 173.84 feet to an iron pin stake set in said Northerly line of Elm Street;

COURSE 5 Thence North 65 degrees 33 minutes 34 seconds West, along said Northerly line of Elm Street, 679.55 feet to the principal point of beginning and containing 2.887 acres of land as surveyed and described in October, 1996 by Timothy P. Hadden, Ohio Professional Surveyor No. 6786 of CT Consultants, Inc., be the same, more or less.

Bearings utilized herein are based upon the reported bearing of Elm Street (North 82 degrees 33 minutes 12 seconds West) as contained in deed recorded in Volume 870, page 623 of the Lake County Deed Records and are used to denote angles only.

EXCEPTION 2:

Situated in the City of Painesville, County of Lake and State of Ohio and known as being a part of Original Painesville Township Lot No. 7, Tract No. 3 and is bounded and described as follows:

Beginning in the centerline of Elm Street at an iron pin stake found marking its intersection with the centerline of State Street, 66 feet in width;

Thence North 12 degrees 39 minutes 53 seconds East, along said centerline of Elm Street, 688.54 feet to a point located South 12 degrees 39 minutes 53 seconds West, a distance of 228.14 feet from an iron pin stake found marking an angle therein, said point being the Northeasterly corner of land now or formerly owned by Louise A. and Adelbert A. Abrahamson as conveyed by instrument recorded in Volume 253, page 260 of the Lake County Deed Records;

Thence North 89 degrees 23 minutes 31 seconds West, along the Northerly line of land so conveyed to Abrahamson, 28.12 feet to its intersection with the Westerly line of said Elm Street and the principal point of beginning of the following described parcel of land;

COURSE 1 Thence North 89 degrees 23 minutes 31 seconds West, along said Northerly line of land of Abrahamson, 335.49 feet to the Easterly line of land conveyed to the City of Painesville by instrument recorded in Volume 287, page 300 of the Lake County Deed Records;

COURSE 2 Thence North 2 degrees 01 minute 19 seconds East, along said Easterly line of land of the City of Painesville, 480.97 feet to the Southerly line of land conveyed to the Board of Trustees, Painesville Township, Ohio by instrument recorded in Volume 533, page 87 of the Lake County Deed Records;

COURSE 3 Thence South 89 degrees 29 minutes 01 second East, along said Southerly line of land of the Board of Trustees, Painesville Township, Ohio, 139.25 feet to the Southeasterly corner of the same;

COURSE 4 Thence North 30 degrees 45 minutes 32 seconds East, along the Easterly line of said land of the Board of Trustees, Painesville Township, Ohio, 781.12 feet to an iron pipe stake found marking its intersection with the Southerly line of land conveyed to Lake Underground Storage Corporation by instrument recorded in Volume 863, page 1096 of the Lake County Deed Records;

COURSE 5 Thence South 60 degrees 21 minutes 16 seconds East, along said Southerly line of land of Lake Underground Storage Corporation, 83.23 feet to an iron pin stake found marking the Southeasterly corner of the same;

COURSE 6 Thence North 28 degrees 24 minutes 07 seconds East, along the Easterly line of said land of Lake Underground Storage Corporation, 422.48 feet to an iron pin stake found marking an angle therein;

COURSE 7 Thence North 65 degrees 27 minutes 28 seconds East, continuing along said Easterly line of land of Lake Underground Storage Corporation, 136.60 feet to an angle therein;

COURSE 8 Thence South 28 degrees 31 minutes 59 seconds East, 74.00 feet to an iron pin stake;

COURSE 9 Thence South 51 degrees 47 minutes 36 seconds East, 261.72 feet to an iron pin stake;

COURSE 10 Thence South 30 degrees 36 minutes 12 seconds East, 89.23 feet to an iron pin stake;

COURSE 11 Thence South 9 degrees 17 minutes 38 seconds East, 124.74 feet to an iron pin stake;

COURSE 12 Thence South 24 degrees 04 minutes 22 seconds West, 100.53 feet to an iron pin stake;

COURSE 13 Thence South 59 degrees 36 minutes 54 West, 127.61 feet to an iron pin stake;

COURSE 14 Thence South 29 degrees 34 minutes 02 seconds West, 103.27 feet to an iron pin stake set on the Easterly prolongation of the aforesaid Southerly line of land of Lake Underground Storage Corporation, 494.47 feet therefrom;

COURSE 15 Thence South 7 degrees 26 minutes 48 seconds West, by a line which is perpendicular to the Northerly line of Elm Street, 60 feet in width, 694.21 feet to an iron pin stake set therein;

COURSE 16 Thence North 82 degrees 33 minutes 12 seconds West, along said Northerly line of Elm Street, 579.86 feet to an angle therein;

COURSE 17 Thence South 12 degrees 39 minutes 53 seconds West, along the Westerly line of Elm Street, 55 feet in width, 261.63 feet to the principal point of beginning and containing 22.310 acres of land (of which 15.150 acres of land is contained in Parcel No. 35A-002-0-00-001 and 7.160 acres of land is

contained in Parcel No. 15A-019-0-00-001) as surveyed and described in October, 1996 by Timothy P. Hadden, Ohio Professional Surveyor No. 6786 of CT Consultants, Inc., be the same, more or less.

Bearings utilized herein are based upon the reported bearing of Elm Street (North 82 degrees 33 minutes 12 seconds West) as contained in deed recorded in Volume 870, page 623 of the Lake County Deed Records and are used to denote angles only.

PARCEL 12:

Situated in the City of Painesville, County of Lake and State of Ohio:

And known as being a part of Tract 4 in said City, is further bounded and described as follows:

Beginning at an iron pipe stake at the intersection of the West line of Skinner Avenue with the North line of North St. Clair Street;

Thence along the West line of said Skinner Avenue North 11 degrees 19 minutes 30 seconds East a distance of 300.90 feet to an iron pipe stake at the intersection of the West line of said Skinner Avenue with the South line of North State Street (66 feet in width);

Thence along the South line of said North State Street North 87 degrees 19 minutes 30 seconds West a distance 216.10 feet;

Thence by a line which bears North 2 degrees 40 minutes 30 seconds East a distance of 3.00 feet to a stone monument in the South line of said North State Street (60 feet in width);

Thence continuing along the South line of said North State Street North 87 degrees 19 minutes 30 seconds West a distance of 460.95 feet to the East line of land owned by the Diamond Alkali Co.;

Thence along the East line of land of said Diamond Alkali Co. South 10 degrees 12 minutes 30 seconds East a distance of 275.96 feet to the North line of said North St. Clair Street;

Thence along the North line of said North St. Clair Street South 85 degrees 35 minutes 30 seconds East a distance of 349.86 feet to an iron pipe stake at an angle in said street;

Thence continuing along the North line of said North St. Clair Street South 81 degrees 55 minutes East a distance of 221.55 feet to the place of beginning. Containing 4.002 acres of land as surveyed and described by Victor H. Kerr, licensed Surveyor No. 1514.

EXCEPT:

Situated in the City of Painesville, County of Lake and State of Ohio: And known as being a part of Tract 4, in said City and is further bounded and described as follows:

Beginning at an iron pipe stake at the intersection of the West line of Skinner Avenue with the North line of North St. Clair Street, North 81 degrees 27 minutes 30 seconds West, a distance of 221.38 feet to an iron pipe stake at an angle in said street line;

Thence continuing along the North Line of North St. Clair Street, North 85 degrees 33 minutes 20 seconds West, a distance of 78.30 feet to an iron pipe stake;

Thence by a line which bears North 18 degrees 13 minutes 20 seconds East, a distance of 110.27 feet to an iron pipe stake;

Thence by a line which bears North 33 degrees 13 minutes 10 seconds East, a distance of 192.99 feet to an iron pipe stake in the Southerly line of North State Street (88 feet in width);

Thence along the South line of North State Street, South 87 degrees 19 minutes 30 seconds East, a distance of 216.10 feet to an iron pipe stake at the intersection of the South line of North State Street with the West line of Skinner Avenue;

Thence along the West line of Skinner Avenue, South 11 degrees 19 minutes 30 seconds West, a distance of 300.90 feet to the place of beginning and containing 1.757 Acres of land as surveyed and described by Fullerton and Kerr, Registered Engineers and Surveyors, be the same more or less.

PARCEL 13:

Situated in the City of Painesville, County of Lake, and State of Ohio and known as being a part of Original Painesville Township Lot No. 7 in Tract No. 3 and part of The Samuel Fowler Lot in Tract No. 4 and is bounded and described as follows:

Beginning in the center line of Elm Street (60 feet in width) at an iron pipe stake found marking its intersection with the centerline of State Street (66 feet in width);

Thence North 12 degrees 00 minute 10 seconds East, along said centerline of Elm Street, 916.77 feet to an iron pipe stake found marking an angle therein;

Thence North 77 degrees 59 minutes 50 seconds West, by a line perpendicular to said centerline of Elm Street, 10.00 feet to a point;

Thence North 3 degrees 32 minutes 10 seconds West, 434.35 feet to a point;

Thence North 27 degrees 41 minutes 55 seconds East, 517.31 feet to an iron pin stake found marking an angle in the Westerly line of lands conveyed to Nacelle Land and Mortgage Corporation by Instrument recorded in Volume 870, page 619 of the Lake County Deed Records and the principal point of beginning of the following described parcel of land;

COURSE 1 Thence North 27 degrees 41 minutes 55 seconds East, along said line of land of Nacelle Land and Mortgage Corporation, 422.48 feet to an iron pin stake found marking an angle therein;

COURSE 2 Thence North 64 degrees 45 minutes 30 seconds East, continuing along said line of Nacelle Land and Mortgage Corporation, 136.52 feet to an iron pin stake found marking an angle therein;

COURSE 3 Thence North 29 degrees 08 minutes 15 seconds West, continuing along said line of land of Nacelle Land and Mortgage Corporation, and the prolongation thereof, 187.50 feet to an iron pin stake;

COURSE 4 Thence North 25 degrees 05 minutes 50 seconds East, parallel with a Westerly line of said land of Nacelle Land and Mortgage Company and 60.00 feet Northwesterly by normal measure therefrom, 351.62 feet to a point in the center line of the Grand River;

COURSE 5 Thence North 78 degrees 00 minute 25 seconds West, down the center of said river, 604.73 feet to a point;

COURSE 6 Thence South 43 degrees 43 minutes 38 seconds West, continuing down the center of said river, 834.66 feet to a point;

COURSE 7 Thence South 61 degrees 04 minutes 28 seconds East, along the Northeasterly line of said land of The Board of Trustees of Painesville Township and the prolongation thereof and along the aforesaid Westerly line of lands conveyed to Nacelle Land and Mortgage Corporation, 903.47 feet to the point of beginning and containing 15.593 acres of land as surveyed in May, 1987 and described in February, 1988 by Richard J. Bliski, Ohio Professional Surveyor No. 5244 of Colpetzer-Thomas, Inc. be the same more or less.

PARCEL 14:

Situated in the Township of Painesville, County of Lake, and State of Ohio, and known as being part of Samuel Fowler Lot, Township 11 North, Range 8 West, Tract No. 4 in said Township and is bounded and described as follows:

Commencing at the intersection point between the Southerly line of Fairport Nursery Road and the Easterly line of the Fairport Painesville and Erie R.R. Co.;

Thence along the Southerly line of said Fairport Nursery Road North 89 degrees 43 minutes 26 seconds East a distance of 42.02 feet to a point at the beginning of curve;

Thence on the arc of said curve deflecting to the left (the radius of which is 261.08 feet and the chord bearing North 69 degrees 21 minutes 42 seconds East 181.69 feet long) a distance of 185.57 feet to a point of tangency;

Thence continuing along the Southerly line of said Fairport Nursery Road North 48 degrees 59 minutes 58 seconds East a distance of 338.90 feet to a point which is the principal place of beginning of this description;

Thence continuing along the Southerly line of said Fairport Nursery Road North 48 degrees 59 minutes 58 seconds East a distance of 778.84 feet to an iron pin set;

Thence by a line bearing South 00 degree 03 minutes 00 seconds West a distance of 1368.21 feet to an iron pin stake;

Thence by a line bearing North 89 degrees 57 minutes 00 seconds West a distance of 587.35 feet to an iron pin stake;

Thence by a line bearing North 00 degree 03 minutes 00 seconds East a distance of 856.72 feet to the place of beginning and containing 15.000 acres of land as surveyed and described by Elio lafelice, Ohio Registered Surveyor No. 4785.

PARCEL 16A:

Situated in the Township of Painesville, County of Lake and State of Ohio and known as being a part of Lot 2, Tract 3 in said Township and is bounded and described as follows:

Beginning at a point at the intersection of the centerlines of East Street and Fairport Nursery Road; thence along the centerline of Fairport Nursery Road by the following courses and distances;

Thence North 89 degrees 46 minutes 00 seconds East a distance of 299.99 feet to a point at a tangent intersection in said centerline;

Thence North 49 degrees 02 minutes 00 seconds East a distance of 2094.60 feet to a point at a tangent intersection in said centerline;

Thence North 76 degrees 50 minutes 30 seconds East a distance of 866.25 feet to a point at an angle in said centerline;

Thence North 81 degrees 44 minutes 30 seconds East a distance of 594.16 feet to an iron pin in a monument box;

Thence North 82 degrees 44 minutes 30 seconds East a distance of 388.80 feet to an iron pin in a monument box;

Thence North 81 degrees 40 minutes 00 seconds East a distance of 1206.66 feet to a point;

Thence North 8 degrees 20 minutes 00 seconds West at right angles to said centerline a distance of 75.00 feet to a point on the Northerly property line of the Fairport, Painesville and Eastern Railroad Company and the principle place of beginning;

Course 1: thence continuing North 8 degrees 20 minutes 00 seconds West a distance of 151.54 feet to a point;

Course 2: thence North 26 degrees 32 minutes 40 seconds West a distance of 65.65 feet to a point;

Course 3: thence South 81 degrees 24 minutes 30 seconds West a distance of 131.61 feet to a point;

Course 4: thence North 8 degrees 25 minutes 30 seconds West a distance of 242.10 feet to a point;

Course 5: thence South 81 degrees 43 minutes 30 seconds West a distance of 150.70 feet to a point;

Course 6: thence North 8 degrees 25 minutes 30 seconds West a distance of 30.95 feet to a point;

Course 7: thence North 81 degrees 39 minutes 30 seconds East a distance of 492.01 feet to a point;

Course 8: thence North 8 degrees 20 minutes 30 seconds West a distance of 271.55 feet to a point;

Course 9: thence South 81 degrees 38 minutes 57 seconds West a distance of 1042.95 feet to a point;

Course 10: thence South 8 degrees 21 minutes 03 seconds East a distance of 32.44 feet to a point;

Course 11: thence South 14 degrees 58 minutes 35 seconds East a distance of 63.60 feet to a point;

Course 12: thence South 8 degrees 18 minutes 37 seconds East a distance of 103.41 feet to a point of curve;

Course 13: thence along the arc of a curve deflecting to the left 47.23 feet, said curve having a radius of 71.96 feet and a chord which bears South 27 degrees 06 minutes 44 seconds East 46.38 feet to a point of tangency;

Course 14: thence South 45 degrees 54 minutes 49 seconds East a distance of 108.70 feet to a point of curve;

Course 15: thence along the arc of a curve deflecting to the right 39.56 feet, said curve having a radius of 61.16 feet and a chord which bears South 27 degrees 23 minutes 07 seconds East 38.87 feet to a point of tangency;

Course 16: thence South 8 degrees 51 minutes 22 seconds East a distance of 392.02 feet to a point on the Northerly property line of the Fairport, Painesville and Eastern Railroad Company;

Course 17: thence North 81 degrees 40 minutes 00 seconds East along the Northerly property line of the Fairport, Painesville and Eastern Railroad Company a distance of 749.42 feet to a point and the principle place of beginning; and containing 12.942 acres of land be the same more or less.

EXCEPTION 1:

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being part of Lot 2, Tract 3 and being further described as follows:

Beginning at the Southwesterly corner of a parcel of land owned by Erie Coke and Chemical Company as recorded in Volume 819, page 1309 of Lake County Records;

Thence North 81 degrees 38 minutes 57 seconds East along a Southerly property line of said Erie Coke and Chemical Company, 1,296.36 feet to the principal place of beginning;

Thence continuing North 81 degrees 38 minutes 57 seconds East, 40.0 feet to a point; Thence South 8 degrees 20 minutes 30 seconds East, 271.55 feet to a point;

Thence South 81 degrees 39 minutes 30 seconds West along a Northerly property line of Louisville Cement Company, 40.0 feet to a point;

Thence North 8 degrees 20 minutes 30 seconds West, 271.55 feet to the principal place of beginning, containing 0.25 acres of land, be the same, more or less.

EXCEPTION 2:

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being part of Lot 2, Tract 3 and being further described as follows:

Beginning at the Southwesterly corner of a parcel of land owned by Erie Coke and Chemical Company as recorded in Volume 819, page 1309 of Lake County Deed Records;

Thence North 81 degrees 38 minutes 57 seconds East along a Southerly property line of said Erie Coke and Chemical Company, 1113.48 feet to the principal place of beginning;

Thence continuing North 81 degrees 38 minutes 57 seconds East, 182.88 feet to a point;

Thence South 8 degrees 20 minutes 30 seconds East, 271.55 feet to a point;

Thence South 81 degrees 39 minutes 30 seconds West, 182.88 feet to a point;

Thence North 8 degrees 20 minutes 30 seconds West, 271.52 feet to the principal place of beginning, containing 1.1400 acres of land, be the same, more or less.

PARCEL 16B:

Situated in the Township of Painesville, County of Lake, and State of Ohio and known as being part of Lot 2, Tract 3 and being further described as follows:

Beginning at the Southwesterly corner of a parcel of land owned by Erie Coke and Chemical Company as recorded in Volume 819, page 1309 of Lake County Deed Records;

Thence North 81 degrees 38 minutes 57 seconds East along a Southerly property line of said Erie Coke and Chemical Company, 1,296.36 feet to a point;

Thence South 8 degrees 20 minutes 30 seconds East, 271.55 feet to a point;

Thence South 81 degrees 39 minutes 30 seconds West along a Northerly property line of Louisville Cement Company, 278.67 feet to the principal place of beginning;

Thence continuing South 81 degrees 39 minutes 30 seconds West, 173.34 feet to a point;

Thence South 8 degrees 25 minutes 30 seconds East, 30.95 feet to point;

Thence North 81 degrees 43 minutes 30 seconds East, 150.70 feet to point;

Thence South 8 degrees 25 minutes 30 seconds East, 242.10 feet to a point;

Thence North 81 degrees 24 minutes 30 seconds East, 22.64 feet to point;

Thence North 8 degrees 25 minutes 30 minutes West, 273.13 feet to the principal place of beginning, containing 0.25 acres of land, be the same, more or less.

PARCEL 17:

Situated in the Township of Painesville, County of Lake, and State of Ohio, and known as being part of Original Painesville Township Lot 2, Tract 3, and bounded and described as follows:

Beginning at an iron pin set in the centerline of Fairport Nursery Road, 60 feet wide, at its intersection with the Southerly prolongation of the Westerly line of land conveyed to Tierra Solutions, Inc. Parcel No. 12A-53-6, by deed recorded in Document Number 2004R022104, and from which point an iron monument at an angle point in the centerline of Fairport Nursery Road bears South 81 degrees 40 minutes 00 second West, 1206.66 feet;

Thence North 8 degrees 20 minutes 00 second West along the Southerly prolongation of the Westerly line of said land conveyed to Tierra Solutions, Inc. 75.00 feet to a railroad spike set at its intersection with the Northerly line of Fairport, Painesville and Eastern Railroad;

Thence North 81 degrees 40 minutes 00 second East along the Northerly line of said Fairport, Painesville and Eastern Railroad, 15.00 feet to a 1 inch nail marker set, and the principal place of beginning of the parcel herein described;

Thence North 8 degrees 20 minutes 00 second West, along an Easterly line of a parcel of land conveyed to Tierra Solutions, Inc. by deed recorded as Document Number 2004R022104 of Lake County Records, 145.00 feet to a drill hole set at its intersection with a Southerly line of said land so conveyed;

Thence North 81 degrees 40 minutes 00 second East, along said Southerly line of said land conveyed to Tierra Solutions, Inc., 720.18 feet to an iron pin set at its intersection with the Easterly line of said land so conveyed;

Thence North 6 degrees 43 minutes 00 second West along the Easterly line of said land conveyed to Tierra Solutions, Inc., 615.76 feet to an iron pin set at its intersection with the Southerly line of a parcel of land conveyed to Tierra Solutions, Inc. by deed recorded as Document Number 2005R000681 of Lake County Records; Parcel Number 12A-53-3;

Thence North 78 degrees 56 minutes 03 seconds East along the Southerly line of said land conveyed to Tierra Solutions, Inc. and Chemical Land Holdings, Parcel Number 12A-53-1 by deed recorded in Volume 243, Page 137 of the Official Records of Lake County, 709.46 feet to its intersection with the Easterly line of a parcel of land conveyed to Aluminum Smelting and Refining Co., Inc., by deed recorded in Volume 874, Page 590 of Lake County Records, and from which point a 5/8 inch diameter iron pin found bears North 78 degrees 56 minutes 03 seconds East, 0.30 feet; North 11 degrees 03 minutes 57 seconds West, 0.76 feet;

Thence South 1 degree 03 minutes 28 seconds West along the Westerly line of said land conveyed to Chemical Land Holdings and Crompton Manufacturing Co., Inc., Parcel Number 12-A-53-2, recorded as Document Number 200112586, 789.92 feet to its intersection with the Northeasterly line of said Fairport, Painesville and Eastern Railroad, and from which point a 5/8 inch diameter iron pin found bears North 81 degrees 40 minutes 00 second East 0.27 feet; North 8 degrees 20 minutes 00 second West, 0.62 feet;

Thence South 81 degrees 40 minutes 00 second West along the Northerly line of said Fairport, Painesville and Eastern Railroad, 1177.66 feet to an iron pin set at an angle point therein;

Thence South 8 degrees 20 minutes 00 second East along the Northerly line of said Fairport, Painesville and Eastern Railroad, 15.00 feet to an iron pin set at an angle point therein;

Thence South 81 degrees 40 minutes 00 second West along the Northerly line of said Fairport, Painesville and Eastern Railroad, 139.64 feet to the principal place of beginning, and containing 13.6222 acres of land, all of which lie within Parcel 12A-053-0-00-005-0 according to a survey by Donald G. Bohning & Associates, Inc. dated August, 1997, and revised in September, 2005.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only. All iron pins set are 5/8 inch diameter X 30 inch rebar with identification "D.G. Bohning Assoc."

ALSO BEING MORE RECENTLY DESCRIBED BY METES AND BOUNDS BASED ON A SURVEY MADE BY CARDINAL PRECISION SURVEYING, LLC DATED MAY 24, 2017 LAST REVISED JUNE 15, 2017 AS FOLLOWS:

PARCEL A (DESCRIPTION OF AN 837.033 ACRE PARCEL):

Situated in the City of Painesville, Township of Painesville and Village of Fairport Harbor, County of Lake and State of Ohio, being part of the same parcels as conveyed to Chemical Land Holdings, Inc. in Inst. 1996R005130 (PN 12-A-054-0-00-001-0), Tierra Solutions, Inc. in Inst. 2005R043172 (PN 14-A-059-0-00-024-0 & 14-A-026-0-00-009-0), Diamond Shamrock Chemical Land Holdings, Inc. in Vol. 280, Pg. 1266 (Pt. PN 14-A-025-0-00-003-0), Diamond Shamrock Chemical Land Holdings, Inc. in Vol. 280, Pg. 1310 (PN 12-A-053-0-00-007-0), Diamond Shamrock Chemical Land Holdings, Inc. in Vol. 280, Pg. 1290 (PN 12-A-059-0-00-027-0 & 14-A-025-0-00-003-0), Chemical Land Holdings, Inc. in Inst. 1996R041297 (PN 35-A-002-0-00-001-0 & 15-A-019-0-00-001-0), Diamond Shamrock Chemical Land Holdings, Inc. in Vol. 280, Pg. 1306 (PN 15-A-027-0-00-009-0), Tierra Solutions, Inc. in Inst. 2006R041577 (PN 35-A-002-0-00-002-0) and Tierra Solutions, Inc. in Inst. 2005R000089 (PN 12-A-059-0-00-023-0) of the Lake County Records and being more particularly described as follows:

Beginning at a 5/8" bent rebar found at the intersection of the centerline of East Street (60') and the centerline of North St. Clair Street (60'), Thence along the centerline of said East Street, N 05°29'00" W, a distance of 350.76 feet to the intersection of said centerline of East Street with the extended northerly line of a parcel conveyed to Deerwood Properties Limited in Vol. 1204, Pg. 664 of said County Records; Thence along the northerly line of said Deerwood properties parcel and the northerly line of a parcel conveyed to Grantham, Inc. in Vol. 816, Pg. 841 of said County Records, S 88°11'06" E, a distance of 1108.66 feet to a 5/8" rebar found at the southeast corner of a parcel conveyed to Village of Fairport in Vol. 163, Pg. 436, and passing on line a 1" iron bar found at 30.38 feet, a 1/2" iron bar found at 383.44 feet, a 1" iron pipe at 510.78 feet;

Course No. 1: Thence along the easterly line of said Village of Fairport parcel, N 04°53'54" E, a distance of 940.90 feet to an iron pin set at the northeast corner of said Village of Fairport parcel;

Course No. 2: Thence along the northerly line of said Village of Fairport parcel, S 75°30'23" W, a distance of 839.26 feet to an iron pin set;

Course No. 3: Thence continuing along the northerly line of said Village of Fairport parcel, N 05°29'00" W, a distance of 239.56 feet to an iron pin set;

Course No. 4: Thence along the northerly line of said Village of Fairport parcel, S 89°28'00" W, a distance of 60.22 feet to an iron pin set on the easterly line of a parcel conveyed to Fairport Board of Education in Vol. 661, Pg. 411 of said County Records;

Course No. 5: Thence along the easterly line of said Fairport Board of Education parcel, N 05°29'00" W, a distance of 807.69 feet to a 5/8" rebar found at the northeast corner of said Fairport Board of Education parcel;

Course No. 6: Thence along the northerly line of said Fairport Board of Education parcel, S 84°29'28" W, a distance of 350.34 feet to a "BABCOCK JONES" capped iron pin found on the easterly right of way of said East Street;

Course No. 7: Thence along the easterly right of way of said East Street, N 05°29'00" W, a distance of 155.53 feet to an iron pin set at the intersection of the easterly right of way of said East Street with the easterly right of way of the Norfolk Southern Railroad (Varies);

Course No. 8: Thence along the easterly right of way of said Norfolk Southern Railroad, 467.48 feet along the arc of a non-tangent curve to the left, said curve having a radius of 824.40 feet, a delta angle of 32°29'24", being subtended by a chord bearing N 12°44'02" E, a chord length of 461.24 feet to an iron pin set;

Course No. 9: Thence continuing along the easterly right of way of said Norfolk Southern Railroad, N 03°30'41" W, a distance of 645.47 feet to an iron pin set;

Course No. 10: Thence continuing along the easterly right of way of said Norfolk Southern Railroad, 95.89 feet along the arc of a tangent curve to the right, said curve having a radius of 852.83 feet, a delta angle of 06°26'31", being subtended by a chord bearing N 00°17'25" W, a chord length of 95.84 feet to a 5/8" iron bar found at the intersection of the easterly right of way of said Norfolk Southern Railroad with the southerly right of way of Fairport Nursery Road (State Route 535, 60');

Course No. 11: Thence along the southerly right of way of said Fairport Nursery Road, N 88°10'27" E, a distance of 46.40 feet to a 5/8" iron bar found;

Course No. 12: Thence continuing along the southerly right of way of said Fairport Nursery Road, 185.45 feet along the arc of a non-tangent curve to the left an arc of 185.45 feet, said curve having a radius of 261.08 feet, a delta angle of 40°41'50", being subtended by a chord bearing N 67°51'46" E, a chord length of 181.57 feet to a 5/8" iron bar found;

Course No. 13: Thence continuing along the southerly right of way of said Fairport Nursery Road, N 47°25'45" E, a distance of 1879.91 feet to an iron pin set, and passing on line a 5/8" iron bar found at 339.33 feet and a 5/8" iron pin found at 1117.96 feet;

Course No. 14: Thence continuing along the southerly right of way of said Fairport Nursery Road, 238.52 feet along the arc of a tangent curve to the right, said curve having a radius of 490.98 feet, a delta angle of 27°50'03", being subtended by a chord bearing N 61°20'47" E, a chord length of 236.18 feet to an iron pin set;

Course No. 15: Thence continuing along the southerly right of way of said Fairport Nursery Road, N 75°15'48" E, a distance of 735.67 feet to an iron pin set;

Course No. 16: Thence continuing along the southerly right of way of said Fairport Nursery Road, N 80°04'45" E, a distance of 592.26 feet to an iron pin set;

Course No. 17: Thence continuing along the southerly right of way of said Fairport Nursery Road, N 81°10'45" E, a distance of 388.94 feet to an iron pin set;

Course No. 18: Thence continuing along the southerly right of way of said Fairport Nursery Road, N 80°06'05" E, a distance of 3146.23 feet to a 5/8" iron bar found at the northwest corner of a parcel conveyed to Uniroyal, Inc. in Vol. 723, Pg. 93 of said County Records;

Course No. 19: Thence along the westerly line of said Uniroyal parcel, S 00°32'43" E, a distance of 1263.07 feet to a point and the southwest corner of said Uniroyal parcel, and passing on line an iron pin set at 1063.07 feet;

Course No. 20: Thence along the southerly line of said Uniroyal parcel, N 64°32'23" E, a distance of 511.13 feet to a point;

Course No. 21: Thence continuing along the southerly line of said Uniroyal parcel, S 88°51'42" E, a distance of 394.85 feet to a point;

Course No. 22: Thence continuing along the southerly line of said Uniroyal parcel, S 66°50'48" E, a distance of 326.59 feet to a point;

Course No. 23: Thence continuing along the southerly line of said Uniroyal parcel, S 58°06'34" E, a distance of 599.64 feet to a point;

Course No. 24: Thence continuing along the southerly line of said Uniroyal parcel, S 36°27'59" E, a distance of 494.33 feet to a point and the westerly line of a parcel conveyed to Betty Brown in Inst. 1994R048203 of said County Records;

Course No. 25: Thence along the westerly line of said Brown parcel and the westerly line of a parcel conveyed to Charles J. Atwell and Susan K. Atwell in Inst. 2012R035694 of said County Records, S 21°07'00" E, a distance of 789.64 feet to a point and the northwest corner of a parcel conveyed to Cuyahoga Concrete Co. in Inst. 2005R0180168 of said County Records;

Course No. 26: Thence along the westerly line of said Cuyahoga Concrete Co. parcel, S 27°30'24" E, a distance of 290.10 feet to a point;

Course No. 27: Thence continuing along the westerly line of said Cuyahoga Concrete Co. parcel, and the westerly line of a parcel conveyed to Jerome T. Osborne, Sr. in Inst. 1990R975017 of said County Records, S 20°53'54" E, a distance of 1058.33 feet to a point;

Course No. 28: Thence continuing along the westerly line of said Osborne parcel and the westerly line of a parcel conveyed to Cleveland Electric Illuminating Company in xxxxxxx, S 16°11'24" E, a distance of 1249.66 feet to a point;

Course No. 29: Thence continuing along the westerly line of said Cleveland Electric Illuminating Company parcel, S 39°32'35" E, a distance of 319.47 feet to a point and the northeast corner of a parcel conveyed to Cleveland Electric Illuminating Company in Vol. 718, Pg. 251 of said County Records;

Course No. 30: Thence along the northerly line of said Cleveland Electric Illuminating Company parcel, S 77°26'55" W, a distance of 2908.13 feet to a 1" iron pipe found, and passing on line an iron pin set at 250.00 feet;

Course No. 31: Thence continuing along the northerly line of said Cleveland Electric Illuminating Company parcel, S 67°44'47" W, a distance of 257.02 feet to a 5/8" iron bar found on the northerly right of way of Elm Street (60');

Course No. 32: Thence along the northerly right of way of said Elm Street, N 45°04'13" W, a distance of 710.83 feet to an iron pin set;

Course No. 33: Thence continuing along the northerly right of way of said Elm Street, N 67°06'20" W, a distance of 940.98 feet to an iron pin set at the southeast corner of a parcel conveyed to Elm Street Truck Depot, LLC in Inst. 2007R018549 of said County Records;

Course No. 34: Thence along the easterly line of said Elm Street Truck Depot parcel, N 24°09'22" E, a distance of 174.01 feet to a "CT" capped iron pin found at the northeast corner of said Elm Street Truck Depot parcel;

Course No. 35: Thence along the northerly line of said Elm Street Truck Depot parcel, N 58°51'14" W, a distance of 135.70 feet to an iron pin set;

Course No. 36: Thence continuing along the northerly line of said Elm Street Truck Depot parcel, N 68°41'43" W, a distance of 543.25 feet to a 5/8" rebar found at the northwest corner of said Elm Street Depot parcel;

Course No. 37: Thence along the westerly line of said Elm Street Truck Depot parcel, S 24°50'01" W, a distance of 178.48 feet to a 5/8" iron bar found on the northerly right of way of said Elm Street;

Course No. 38: Thence along the northerly line of said Elm Street, N 67°06'20" W, a distance of 725.14 feet to an iron pin set;

Course No. 39: Thence continuing along the northerly line of said Elm Street, N 84°06'26" W, a distance of 445.47 feet to a "BABCOCK JONES" capped iron pin found at the southeast corner of a parcel conveyed to Richard N. and Sally K. Westholm in Inst. 1999R006807 of said County Records;

Course No. 40: Thence along the easterly line of said Westholm parcel and the easterly line of the remainder of a parcel conveyed to Nacelle Land & Mgt Corporation in Vol. 870, Pg. 619 of said County Records, N 05°55'32" E, a distance of 694.43 feet to an illegible capped iron pin found;

Course No. 41: Thence continuing along the easterly line of said Nacelle parcel, N 28°15'03" E, a distance of 103.27 feet to a 5/8" iron bar found;

Course No. 42: Thence continuing along the easterly line of said Nacelle parcel, N 58°00'40" E, a distance of 127.61 feet to an iron pin set;

Course No. 43: Thence continuing along the easterly line of said Nacelle parcel, N 22°28'08" E, a distance of 100.53 feet to an iron pin set at the northeast corner of said Nacelle parcel;

Course No. 44: Thence along the northerly line of said Nacelle parcel, N 10°53'52" W, a distance of 124.74 feet to a 5/8" iron bar found;

Course No. 45: Thence continuing along the northerly line of said Nacelle parcel, N 32°12'26" W, a distance of 89.23 feet to an iron pin set;

Course No. 46: Thence continuing along the northerly line of said Nacelle parcel, N 53°26'46" W, a distance of 261.85 feet to an iron pin set;

Course No. 47: Thence continuing along the northerly line of said Nacelle parcel, and along an existing parcel line as conveyed to said Tierra Solutions, Inc. in Inst. 2006R041577 of said County Records, N 29°52'00" W, a distance of 187.89 feet to an "LDC INC" capped iron pin found at the southeast corner of a parcel conveyed to Hamilton/Mercantile Development, Inc. in Inst. 1997R027517 of said County Records, and passing on line a 5/8" iron pin found at the northwest corner of said Nacelle parcel at 74.00 feet;

Course No. 48: Thence along the easterly line of said Hamilton/Mercantile parcel, N 24°13'43" E, a distance of 731.51 feet to an "LDC INC" capped iron pin found at the northeast corner of said Hamilton/Mercantile parcel;

Course No. 49: Thence along the northerly line of said Hamilton/Mercantile parcel, N 60°18'29" W, a distance of 60.33 feet to an "LDC INC" capped iron pin found at the northwest corner of said Hamilton/Mercantile parcel;

Course No. 50: Thence along the westerly line of said Hamilton/Mercantile parcel, S 24°13'16" W, a distance of 693.83 feet to an "LDC INC" capped iron pin found at the southwest corner of said Hamilton/Mercantile parcel;

Course No. 51: Thence along the southerly line of said Hamilton/Mercantile parcel and an existing parcel line as conveyed to said Tierra Solutions, Inc., S 29°52'00" E, a distance of 187.92 feet to a 5/8" iron bar found at the northwest corner of said Nacelle remainder parcel, and passing on line an "LDC INC" capped iron pin found at the southeast corner of said Hamilton/Mercantile parcel 74.03 feet;

Course No. 52: Thence along the westerly line of said Nacelle parcel, S 63°54'48" W, a distance of 136.50 feet to an iron pin set;

Course No. 53: Thence continuing along the westerly line of said Nacelle parcel, S 26°51'11" W, a distance of 422.48 feet to a 5/8" iron bar found;

Course No. 54: Thence continuing along the westerly line of said Nacelle parcel and along the northerly line of a parcel conveyed to Board of Trustees, Painesville Township in Vol. 533, Pg. 87 of said County Records, N 61°52'21" W, a distance of 650.38 feet to an iron pin set, and passing on line a 1" iron pin found at the northeast corner of said Board of Trustees parcel at 83.20 feet;

Course No. 55: Thence along the westerly line of said Board of Trustees parcel, 656.10 feet along the arc of a non-tangent curve to the right, said curve having a radius of 2109.92 feet, a delta angle of 17°49'00", being subtended by a chord bearing S 55°17'37" W, a chord length of 653.46 feet to an iron pin set;

Course No. 56: Thence continuing along the westerly line of said Board of Trustees parcel, S 64°12'08" W, a distance of 36.60 feet to an iron pin set;

Course No. 57: Thence continuing along the westerly line of said Board of Trustees parcel, 567.16 feet along the arc of a tangent curve to the left, said curve having a radius of 516.22 feet, a delta angle of 62°56'58", being subtended by a chord bearing S 32°43'38" W, a chord length of 539.06 feet to an iron pin set;

Course No. 58: Thence continuing along the westerly line of said Board of Trustees parcel, S 01°15'06" W, a distance of 450.00 feet to an iron pin set;

Course No. 59: Thence continuing along the westerly line of said Board of Trustees parcel and along the westerly right of way of North State Street (Varies), 852.48 feet along the arc of a tangent curve to the left, said curve having a radius of 3081.60 feet, a delta angle of 15°51'00", being subtended by a chord bearing S 06°40'25" E, a chord length of 849.76 feet to an iron pin set at the southwest corner of said North State Street Right of way, and passing on line a 5/8" rebar found at the centerline of said North State Street at an arc distance of 818.42 feet;

Course No. 60: Thence along the southerly right of way of said North State Street, S 89°59'29" E, a distance of 248.80 feet to an iron pin set at the northwest corner of a parcel conveyed to TMC Properties, Inc. in Inst. 1998R014011 of said County Records;

Course No. 61: Thence along the westerly line of said TMC parcel, S 00°00'31" W, a distance of 3.00 feet to an iron pin set;

Course No. 62: Thence continuing along the westerly line of said TMC parcel, S 30°47'21" W, a distance of 193.37 feet to an iron pin set;

Course No. 63: Thence continuing along the westerly line of said TMC parcel, S 15°38'57" W, a distance of 110.36 feet to an iron pin set on the northerly right of way of said North St. Clair Street;

Course No. 64: Thence along the northerly right of way of said North St. Clair Street, N 88°11'06" W, a distance of 429.99 feet to a point and the southeast corner of said Grantham parcel;

Course No. 65: Thence along the easterly line of said Grantham parcel, N 09°04'19" W, a distance of 323.74 feet to a point and the northeast corner of said Grantham parcel;

Course No. 66: Thence along the northerly line of said Grantham parcel, N 88°11'06" W, a distance of 454.69 feet to the Point of Beginning, containing 837.033 acres (36,461,142 square feet, more or less, as surveyed by Alaina J. Krejci, P.S. # S-8625 in April 2017, subject to any easements, restrictions, leases and/or right of ways of record. Iron pins set are 5/8" x 30" rebar with pink plastic caps stamped "KREJCI S-8625"

Basis of Bearings is Grid North, Ohio State Plane Coordinate System, North Zone (3401), NAD 83 (2011).

SURVEY PARCEL	TITLE PARCEL	OWNER	DOCUMENT	PARCEL NO.	ACRES	SQUARE FEET
A	3	Chemical Land Holdings, Inc.	Inst. 1996R005130	12-A-054-0-00-001-0	29.299	1,276,243
	4	Tierra Solutions, Inc.	Inst. 2005R043172	14-A-059-0-00-024-0	11.350	494,397
	4	Tierra Solutions, Inc.	Inst. 2005R043172	14-A-026-0-00-009-0	4.516	196,712
	5 R1	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1266	14-A-025-0-00-003-0	0.254	11,055
	5 R2	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1266	14-A-025-0-00-003-0	1.114	48,520
	7	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1310	12-A-053-0-00-007-0	149.182	6,498,347
	8	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1290	12-A-059-0-00-027-0	130.357	5,678,340
	8	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1290	15-A-020-0-00-007-0	21.737	946,852
	8	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1290	14-A-025-0-00-003-0	0.375	16,354
	8	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1290	14-A-025-0-00-003-0	0.151	6,560
	11	Chemical Land Holdings, Inc.	Inst. 1996R041297	35-A-002-0-00-001-0	332.512	14,484,219
	11	Chemical Land Holdings, Inc.	Inst. 1996R041297	15-A-019-0-00-001-0	122.400	5,331,744
	12	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1306	15-A-027-0-00-009-0	2.223	96,822
	13	Tierra Solutions, Inc.	Inst. 2006R041577	35-A-002-0-00-002-0	15.587	678,981
	14	Tierra Solutions, Inc.	Inst. 2005R000089	12-A-059-0-00-023-0	14.996	653,228
A-TOTALS					836.051	36,418,374

Alaina J. Krejci, P.S.
Professional Surveyor No. S -8625

PACEL B (DESCRIPTION OF A 179.918 ACRE PARCEL):

Situated in the Township of Painesville, County of Lake and State of Ohio, being part of the same parcels as conveyed to Chemical Land Holdings, Inc. in Inst. 1999R056385 (PN 12-A-059-0-00-011-0), Tierra Solutions, Inc. in Inst. 2004R022104 (12-A-053-0-00-006-0), Chemical Land Holdings, Inc. in Inst. 1996R005130 (PN 12-A-059-0-00-010-0), Diamond Shamrock Chemical Land Holdings, Inc. in Vol. 280, Pg. 1290 (PN 12-A-053-0-00-001-0), Tierra Solutions, Inc. in Inst. 2005R000681 (PN 12-A-053-0-00-003-0), Diamond Shamrock Chemical Land Holdings, Inc. in Vol. 280, Pg. 1315 (PN 12-A-054-0-00-002-0), Tierra Solutions, Inc. in Inst. 2004R015705 (PN 12-A-053-0-00-004-0) and Tierra Solutions, Inc. in Inst. 2005R048789 (PN 12-A-053-0-00-005-0) of the Lake County Records and being more particularly described as follows:

Beginning at a 5/8" bent rebar found at the intersection of the centerline of East Street (60') and the centerline of North St. Clair Street (60'), Thence along the centerline of said East Street, N 05°29'00" W, a distance of 2819.91 feet to a 1" iron pin found at the intersection of the centerline of said East Street with the centerline of 7th Street (60'); Thence continuing along the centerline of said East Street N 01°46'53" W, a distance of 612.46 feet to a 1" iron pin found; at the intersection of said East Street with the centerline of Fairport Nursery Road (State Route 535, 60'); Thence along the centerline of said Fairport Nursery Road, N 88°10'27" E, a distance of 214.21 feet to a point; Thence continuing along the centerline of said Fairport Nursery Road, 164.09 feet along the arc of a tangent curve to the left, said curve having a radius of 231.08 feet, a delta angle of 40°41'10", being subtended by a chord bearing N 67°52'06" E, a chord length of 160.67 feet to a point; Thence continuing along the centerline of said Fairport Nursery Road, N 47°25'45" E, a distance of 1879.91 feet to a point; Thence continuing along the centerline of said Fairport Nursery Road, 253.09 feet along the arc of a tangent curve to the right, said curve having a radius of 520.98 feet, a delta angle of 27°50'03", being subtended by a chord bearing N 61°20'47" E, a chord length of 250.61 feet to a point; Thence continuing along the centerline of said Fairport Nursery Road, N75°15'48" E, a distance of 736.93 feet to a point; Thence leaving said centerline, N 12°19'44" W, a distance of 60.05 feet to the northerly right of way of said the Norfolk Southern Railroad (Varies) and the True Place of Beginning of the parcel herein described;

Course No. 1; Thence along the northerly right of way of said Norfolk Southern Railroad, S 75°15'48" W, a distance of 830.79 feet to an iron pin set at the southeast corner of a parcel conveyed to Fairport Harbor Holdings, LTD in Inst. 2010R019787 of said County Records;

Course No. 2; Thence along the easterly line of said Fairport Harbor Holdings parcel, N 21°51'49" W, a distance of 55.04 feet to an iron pin set;

Course No. 3; Thence continuing along the easterly line of said Fairport Harbor Holdings parcel, N 80°02'18" E, a distance of 115.00 feet to an iron pin set;

Course No. 4; Thence continuing along the easterly line of said Fairport Harbor Holdings parcel, N 09°57'42" W, a distance of 262.03 feet to an iron pin set at the northeast corner of said Fairport Harbor Holdings parcel;

Course No. 5; Thence along the northerly line of said Fairport Harbor Holdings parcel, S 80°09'19" W, a distance of 218.30 feet to an iron pin set at the southeast corner of a parcel conveyed to James Paul Management, Inc. in Vol. 886, Pg. 865 of said County Records;

Course No. 6; Thence along the easterly line of said James Paul Management parcel, N 10°06'11" W, a distance of 132.17 feet to a 5/8" iron bar found on the southerly line of a parcel conveyed to James Paul Management, Inc. in Vol. 886, Pg. 1262 of said County Records;

Course No. 7; Thence along the southerly line of said James Paul Management parcel, N 79°59'56" E, a distance of 119.22 feet to a drill hole with X found at the southeast corner of said James Paul Management parcel;

Course No. 8; Thence along the easterly line of said James Paul Management parcel, N 09°49'34" W, a distance of 196.48 feet to an iron pin set at the northeast corner of said James Paul Management parcel;

Course No. 9; Thence along the northerly line of said James Paul Management parcel, the northerly line of a parcel conveyed to East Walden Properties, LLC in Inst. 2012R018193 of said County Records and the northerly line of a parcel conveyed to James L. Paul in Inst. 1996R045132 of said County Records, S 80°03'48" W, a distance of 575.36 feet to an iron pin set at the southeast corner of a parcel conveyed to Port Garret LLC in Inst. 2006R020607 of said County Records;

Course No. 10; Thence along the easterly line of said Port Garret parcel, N 36°21'59" E, a distance of 239.60 feet to an iron pin set;

Course No. 11; Thence continuing along the easterly line of said Port Garret parcel, N 39°43'51" E, a distance of 95.92 feet to an iron pin set;

Course No. 12; Thence continuing along the easterly line of said Port Garret parcel, N 50°45'46" W, a distance of 22.09 feet to an iron pin set;

Course No. 13; Thence continuing along the easterly line of said Port Garret parcel, the easterly line of a parcel conveyed to Town Point Land in Inst. 2000R033981 of said County Records and the easterly line of a parcel conveyed to Town Point Land in Inst. 1996R045359 of said County Records N 01°42'44" W, a distance of 491.01 feet to an iron pin set at the northwest corner of a parcel conveyed to said Chemical Land Holdings, Inc. in Inst. 1996R005130 of said County Records;

Course No. 14; Thence along the northerly line of said Chemical Land Holdings parcel, S 79°24'29" E, a distance of 156.51 feet to an iron pin set;

Course No. 15; Thence continuing along the northerly line of said Chemical Land Holdings parcel, N 84°48'33" E, a distance of 112.78 feet to a point;

Course No. 16; Thence continuing along the northerly line of said Chemical Land Holdings parcel, N 58°42'36" E, a distance of 214.38 feet to a point;

Course No. 17; Thence continuing along the northerly line of said Chemical Land Holdings parcel, N 33°17'48" E, a distance of 77.37 feet to a point;

Course No. 18; Thence continuing along the northerly line of said Chemical Land Holdings parcel, N 72°12'40" E, a distance of 275.02 feet to a point;

Course No. 19; Thence continuing along the northerly line of said Chemical Land Holdings parcel, S 09°36'45" E, a distance of 19.31 feet to an iron pin set at the northwest corner of a parcel conveyed to Chemical Land Holdings, Inc. in Inst. 1999R056385 of said County Records;

Course No. 20; Thence along the northerly line of said Chemical Land Holdings parcel, N 67°40'28" E, a distance of 186.23 feet to a point;

Course No. 21; Thence continuing along the northerly line of said Chemical Land Holdings parcel, N 72°17'04" E, a distance of 99.43 feet to a point;

Course No. 22; Thence continuing along the northerly line of said Chemical Land Holdings parcel, S 53°24'19" E, a distance of 47.97 feet to an iron pin set;

Course No. 23; Thence continuing along the northerly line of said Chemical Land Holdings parcel, N 55°19'14" E, a distance of 133.64 feet to a point;

Course No. 24; Thence continuing along the northerly line of said Chemical Land Holdings parcel, N 74°20'14" E, a distance of 60.88 feet to a point;

Course No. 25; Thence continuing along the northerly line of said Chemical Land Holdings parcel, S 59°34'40" E, a distance of 31.43 feet to a point;

Course No. 26; Thence continuing along the northerly line of said Chemical Land Holdings parcel, S 47°44'28" E, a distance of 68.84 feet to an iron pin set at the northwest corner of a parcel conveyed to Diamond Shamrock Chemical Land Holdings, Inc. in Vol. 280, Pg. 1315 of said County Records;

Course No. 27; Thence along the northerly line of said Diamond Shamrock parcel, S 86°51'10" E, a distance of 443.34 feet to an iron pin set;

Course No. 28; Thence continuing along the northerly line of said Diamond Shamrock parcel, N 74°36'38" E, a distance of 194.64 feet to a point;

Course No. 29; Thence continuing along the northerly line of said Diamond Shamrock parcel, N 75°43'33" E, a distance of 171.24 feet to an iron pin set on the westerly line of a parcel conveyed to Tierra Solutions, Inc. in Inst. 2005R000681 of said County Records;

Course No. 30; Thence along the westerly line of said Tierra Solutions parcel, N 09°55'01" W, a distance of 24.30 feet to a point and the northwest corner of said Tierra Solutions parcel;

Course No. 31; Thence along the northerly line of said Tierra Solutions parcel, N 73°21'18" E, a distance of 2431.09 feet to a point and the northwest corner of a parcel conveyed to Diamond Shamrock Chemical Land Holdings, Inc. In Vol. 280, Pg. 1290 of said County Records;

Course No. 32; Thence along the northerly line of said Diamond Shamrock parcel, N 73°33'36" E, a distance of 500.71 feet to a point;

Course No. 33; Thence continuing along the northerly line of said Diamond Shamrock parcel, N 65°31'47" E, a distance of 412.63 feet to a point;

Course No. 34; Thence continuing along the northerly line of said Diamond Shamrock parcel, N 87°08'57" E, a distance of 216.03 feet to a point;

Course No. 35; Thence continuing along the northerly line of said Diamond Shamrock parcel, N 71°25'18" E, a distance of 208.20 feet to a point and the northwest corner of a parcel conveyed to The Cleveland Electric Illuminating Company in Inst. 1996R028021 of said County Records;

Course No. 36; Thence along the westerly line of said Cleveland Electric Illuminating parcel, S 02°36'43" E, a distance of 312.45 feet to a "SH&A" capped iron pin found, and passing online an iron pin set at 156.23 feet;

Course No. 37; Thence continuing along the westerly line of said Cleveland Electric Illuminating parcel, S 87°25'56" W, a distance of 60.00 feet to an iron pin set;

Course No. 38; Thence continuing along the westerly line of said Cleveland Electric Illuminating parcel, S 02°36'43" E, a distance of 873.95 feet to a "CARL GULLA 7418" capped iron pin found on the northerly line of a parcel conveyed to Crompton Manufacturing Company, Inc. in Inst. 2001R012586 of said County Records;

Course No. 39; Thence along the northerly line of said Crompton Manufacturing parcel, S 79°08'47" W, a distance of 99.14 feet to an iron pin set;

Course No. 40; Thence continuing along the northerly line of said Crompton Manufacturing parcel, S 71°22'20" W, a distance of 872.72 feet to a 1" iron pin found at the northwest corner of said Crompton Manufacturing parcel;

Course No. 41; Thence along the westerly line of said Crompton Manufacturing parcel, S 00°33'28" E, a distance of 488.29 feet to a 5/8" rebar found on the northerly right of way of said Norfolk Southern Railroad;

Course No. 42; Thence along the northerly line of said Norfolk Southern Railroad, S 80°06'05" W, a distance of 1177.81 feet to a 5/8" rebar found;

Course No. 43; Thence continuing along the northerly line of said Norfolk Southern Railroad, S 09°53'55" E, a distance of 15.00 feet to an iron pin set;

Course No. 44; Thence continuing along the northerly line of said Norfolk Southern Railroad, S 80°06'05" W, a distance of 1360.59 feet to an iron pin set;

Course No. 45; Thence continuing along the northerly line of said Norfolk Southern Railroad, S 79°01'31" W, a distance of 389.15 feet to an iron pin set;

Course No. 46; Thence continuing along the northerly line of said Norfolk Southern Railroad, S 80°04'45" W, a distance of 597.06 feet to the Point of Beginning, containing 179.918 acres (7,837,246 square feet), more or less, as surveyed by Alaina J. Krejci, P.S. # S-8625 in April 2017, subject to any easements, restrictions, leases and/or right of ways of record. Iron pins set are 5/8" x 30" rebar with pink plastic caps stamped "KREJCI S-8625"

Basis of Bearings is Grid North, Ohio State Plane Coordinate System, North Zone (3401), NAD 83 (2011).

SURVEY PARCEL	TITLE PARCEL	OWNER	DOCUMENT	PARCEL NO.	ACRES	SQUARE FEET
B	N/A	Chemical Land Holdings, Inc.	Inst. 1999R056385	12-A-059-0-00-011-0	4.698	204,645
	1	Tierra Solutions, Inc.	Inst. 2004R022104	12-A-053-0-00-006-0	11.532	502,355
	2	Chemical Land Holdings, Inc.	Inst. 1996R005130	12-A-059-0-00-010-0	46.042	2,005,585
	6	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1290	12-A-053-0-00-001-0	30.290	1,319,442
	9	Tierra Solutions, Inc.	Inst. 2005R000681	12-A-053-0-00-003-0	40.506	1,764,453
	10	Diamond Shamrock Chemical Land Holdings, Inc.	Vol. 280, Pg. 1315	12-A-054-0-00-002-0	20.304	884,455
	16	Tierra Solutions, Inc.	Inst. 2004R015705	12-A-053-0-00-004-0	12.670	551,920
	17	Tierra Solutions, Inc.	Inst. 2005R048789	12-A-053-0-00-005-0	13.621	593,334
B-TOTALS					179.665	7,826,189

Alaina J. Krejci, P.S.
Professional Surveyor No. S -8625

EXHIBIT A-5**Description of 5421 Reichold Rd. & Warrior Road, Holt, AL**

All those tracts and parcels of land located in Tuscaloosa County, Alabama, and being more particularly described as follows:

Parcel I:

A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 21 South, Range 9 West, Huntsville Meridian, in Tuscaloosa County, Alabama, being more particularly described as follows: Start at the Southwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 4-21-9, and run in a Northerly direction and along the West line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ for a distance of 1347.90 ft. to the Southwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, 4-21-9; thence with a deflection angle of $16^{\circ} 48' 00''$ to the left continue in a Northerly direction for a distance of 535.15 ft. to a point; thence with a deflection angle of $83^{\circ} 54' 09''$ to the right run in a Easterly direction for a distance of 544.71 ft. to a point; thence with a deflection angle of $79^{\circ} 17' 48''$ to the left, run in a Northerly direction for a distance of 46.60 ft. to a point; thence with a deflection angle of $45^{\circ} 00'$ to the right, run in a Northeasterly direction for a distance of 98.99 ft. to a point; thence with a deflection angle of $45^{\circ} 00'$ to the left, run in a Northerly direction for a distance of 140.00 ft. to the point of beginning, thence continue in a Northerly direction and along the same bearing for a distance of 100.00 ft. to a point; thence with a deflection angle of $90^{\circ} 00'$ to the right run in an Easterly direction for a distance of 200.00 ft. to a point; thence with a deflection angle of $90^{\circ} 00'$ to the right, run in a Southerly direction for a distance of 100.00 ft. to a point; thence with a deflection angle of $90^{\circ} 00'$ to the right run in a Westerly direction for a distance of 200.00 ft. to the point of beginning, said parcel contains 0.46 acres, more or less.

Parcel ID: 63-30-02-04-1-001-002.001

Sources of Title: Deed Book 931, at Page 367

Parcel II:

A part of the Southeast Quarter of the Northwest Quarter of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama, being more particularly described as follows: Start at the Southwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 4; thence run in a Northerly direction along the West boundary of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ for a distance of 1347.90 feet to the Northwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, said point also being the Southeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence with a deflection angle of 16 degrees 48 minutes to the left, run in a Northwesterly direction for a distance of 535.15 feet to a point, said point on the curving South right-of-way margin of the G.M. & O. Railroad, a 100 foot right of way; thence with a deflection angle of 3 degrees 4 minutes to the right, continue in a Northwesterly direction for a distance of 100.00 feet to the POINT OF BEGINNING, said point lying on a curving North right of way margin of said railroad; thence with a deflection angle of 91 degrees 14 minutes 30 seconds to the left, run in a Southwesterly direction along the curving north right of way margin of said road for a chord distance of 200.00 feet to a point; thence with a deflection angle of 91 degrees 14 minutes 30 seconds to the right, run in a Northwesterly direction for a distance of 469.72 feet to a point on the

traverse line, said traverse line lying South of the South boundary of the Black Warrior River, which is the true property line; thence with a deflection angle of 102 degrees 00 minutes to the right, run in an Easterly direction along said traverse line for a distance of 204.40 feet to a point; thence with a deflection angle of 78 degrees, 00 minutes to the right, run in a Southeasterly direction for a distance of 422.88 feet to the point of beginning.

Parcel ID: 63-30-02-04-2-001-004.001

Source of Title: Deed Book 949, at Page 216

Parcel III, IV and V:

To locate one point of beginning, commence at the southwest corner of the southeast one-fourth of section 4, township 21 south, range 9 west, Tuscaloosa County, Alabama; thence south 87°50' east along the south boundary of said quarter section a distance of 812.13 feet to an iron pipe; thence north a distance of 40.03 feet to the point of beginning. Thence continue north a distance of 150.00 feet to an iron pipe, which pipe marks the northwest corner of Lot 6 of National Southern Products Company, Inc. subdivision no. 1, a plat of which is recorded in Plat Book 6 at page 101 in the office of the Judge of Probate of Tuscaloosa County, Alabama; thence north 87°50' west a distance of 250.00 feet to an iron pipe marking the southwest corner of lot 9 of said subdivision; thence northeast a distance of 710.03 feet to an iron pipe marking the northwest corner of lot 23 of said subdivision; thence north 87°50' west a distance of 40.03 feet to an iron pipe; thence north 50°01' west a distance of 656.94 feet to an iron pipe marking the southwest corner of the northwest one-fourth of the southeast one-fourth of said section 4; thence north 00°17' west a distance of 1346.40 feet to an iron pipe marking the northwest corner of said northwest one-fourth of the southeast one-fourth; thence north 17°04' west a distance of 535.75 feet to an iron pipe on the south margin of the Warrior Branch of the Gulf, Mobile and Ohio Railroad; thence north 14°01' west a distance of 524.30 feet to an iron pipe; thence continue north 14°01' west a distance of 118 feet to the Black Warrior River; thence northeastwardly along the south edge of said river, a distance of 3015 feet, more or less, to a point; thence south 00°18' west a distance of 42 feet to an iron pipe; thence continue south 00°18' west a distance of 1704.25 feet to an iron pipe marking the northeast corner of the northeast one-fourth of the southeast one-fourth of said section 4; thence south 00°06'30" east, a distance of 1311.40 feet to an iron pipe marking the southeast corner of the said northeast one-fourth of the southeast one-fourth; thence north 87°23' west a distance of 1336.12 feet to an iron pipe marking the southwest corner of said northeast one-fourth of the southeast one-fourth; thence south 00°19' east a distance of 580.58' to an iron pipe; thence north 87°50' west a distance of 125.00 feet to an iron pipe; thence south 00°19' east a distance of 750.00 feet to an iron pipe on the south boundary of said section 4; thence north 87°50' west, along the south boundary of said section 4, a distance of 400.12 feet to an iron pipe; thence north, a distance of 40.03 feet to the point of beginning, lying in the east one-half and the southeast one-fourth of the northwest one-fourth of section 4, township 21 south, range 9 west, Tuscaloosa County, Alabama;

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY:

1. That part of Fourth Street, Fifth Street and Forth Avenue, as shown on the plat of the National Southern Products Subdivision No. 1, lying within the above described property.

2. The property of the Gulf, Mobile and Ohio Railroad, lying within the above described property.

AND ALSO INCLUDING THE FOLLOWING EASEMENTS FOR INGRESS AND EGRESS:

1. 25' wide non-exclusive easement recorded in Deed Book 954, at Page 589, Probate Office of Tuscaloosa County, Alabama.

2. 30' wide non-exclusive easement recorded in Deed Book 954, at Page 584, Probate Office of Tuscaloosa County, Alabama.

Parcel ID: 63-30-02-04-1-001-002.005

Parcel ID: 63-30-02-04-1-001-002.004

Parcel ID: 63-30-02-04-2-001-006.001

Source of Title: Deed Book 703, at Page 222

The foregoing Parcels I, II, III, IV and V are also described as follows pursuant to the survey of Denham Land Surveyors, LLC, dated as of June ____, 2017, Job No. 17040.

Parcel I

A tract or parcel of land lying in the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama; thence North 00°00'00" West a distance of 1347.90 feet; thence North 16°48'00" West a distance of 535.15 feet; thence North 13°44'00" West a distance of 100.00 feet; thence North 77°52'38" East a distance of 182.49 feet; thence North 00°00'00" West a distance of 462.06 feet; thence North 79°46'08" East a distance of 426.15 feet; thence South 11°41'54" East a distance of 88.75 feet to the Point of Beginning of the tract of land herein described; thence South 11°41'54" East a distance of 100.00 feet; thence South 78°50'50" West a distance of 100.00 feet; thence North 08°38'31" West a distance of 100.00 feet; thence North 78°47'31" East a distance of 94.67 feet to the Point of Beginning, having an area of 9728.4± square feet, 0.223± acres.

Parcel II

A tract or parcel of land lying in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama; thence North 00°00'00" West a distance of 1347.90 feet; thence North 16°48'00" West a distance of 535.15 feet; thence North 13°44'00" West a distance of 100.00 feet to the Point of Beginning of

the tract of land herein described; thence South 75°02'49" West a distance of 200.09 feet; thence North 13°41'15" West a distance of 473.88 feet; thence North 78°50'12" East a distance of 204.40 feet; thence South 13°10'13" East a distance of 460.48 feet to the Point of Beginning, having an area of 94430.5± square feet, 2.168± acres.

Parcel III

A tract or parcel of land lying in the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama; thence North 00°00'00" West a distance of 1347.90 feet; thence North 16°48'00" West a distance of 535.15 feet; thence North 13°44'00" West a distance of 100.00 feet; thence North 77°52'38" East a distance of 182.49 feet to the Point of Beginning of the tract of land herein described; thence North 00°00'00" West a distance of 462.06 feet; thence North 79°46'08" East a distance of 426.15 feet; thence South 11°41'54" East a distance of 88.75 feet; thence South 78°47'31" West a distance of 94.67 feet; thence South 08°38'31" East a distance of 100.00 feet; thence North 78°50'50" East a distance of 100.00 feet; thence North 80°51'40" East a distance of 63.72 feet; thence South 09°56'25" East a distance of 245.54 feet; thence South 77°51'02" West a distance of 575.84 feet to the Point of Beginning, having an area of 215633.1± square feet, 4.950± acres.

Parcel IV

A tract or parcel of land lying in the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama; thence North 01°21'46" East a distance of 1189.30 feet to the Point of Beginning of the tract of land herein described; thence South 83°34'02" West a distance of 440.67 feet; thence North 10°38'16" West a distance of 162.62 feet; thence North 55°43'02" West a distance of 211.89 feet; thence North 01°25'21" West a distance of 186.17 feet; thence North 80°24'51" East a distance of 56.73 feet; thence South 87°40'09" East a distance of 27.57 feet; thence North 86°40'51" East a distance of 21.08 feet; thence North 75°32'51" East a distance of 48.61 feet; thence North 84°28'51" East a distance of 60.31 feet; thence North 74°06'51" East a distance of 60.15 feet; thence South 85°14'09" East a distance of 62.94 feet; thence North 79°41'51" East a distance of 57.88 feet; thence South 77°08'09" East a distance of 57.15 feet; thence North 65°32'51" East a distance of 69.61 feet; thence North 62°45'51" East a distance of 41.00 feet; thence North 82°48'04" East a distance of 62.66 feet; thence North 74°01'15" East a distance of 38.70 feet; thence South 00°23'30" East a distance of 518.36 feet to the Point of Beginning, having an area of 274,864.1± square feet, 6.310± acres.

Parcel V

A tract or parcel of land lying in the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 4, Township 21 South, Range 9 West, Tuscaloosa County, Alabama; thence North 00°00'00" West a distance of 1347.90 feet; thence North 16°48'00" West a distance of 535.15 feet; thence North 13°44'00" West a distance of 100.00 feet to the Point of Beginning of the tract of land herein described; thence North 13°10'13" West a distance of 460.48 feet; thence North 79°35'49" East a distance of 288.07 feet; thence South 00°00'00" East a distance of 462.06 feet; thence South 77°52'38" West a distance of 182.49 feet to the Point of Beginning, having an area of 107466.9± square feet, 2.467± acres.

EXHIBIT A-6

Description of Personal Property

6.23.2016

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	Maintenance Needs	Maintenance Interval (Years)	Estimated cost	Maintenance Date (year)	Comments
Multimedia Filters	Replace Multimedia Nest Sand	1	\$ 2,000	2016	Cost not including disposal
	Replace Filter/inspect interior and underdrain system	1/5	\$ 3,000	2020	Cost not including disposal
	Replace Valves/actuator valves	10	\$ 7,000	2017	Exceed life expect (order 2 units for 2017)
	Replace Ball Valves	5	\$ 300	2020	Use only hayward valves to keep valves consistent in plant to avoid replacing unions
	Replace gaskets replacement	5	\$ 100	2020	
	gate valve to turn on air to controls	5	\$ 45	2017	
	tubing replacement	5	\$ 100	2017	
	PLC	NA	NA	NA	Not in service
Clarifier	Control switches replacement	20	\$ 600	2020	Order 2 pair switches in 2017
	Clean unit	1/ month	\$ -	2016	
	Flash mixer replacement	5	\$ 2,000	2019	One spare (purchase replacement in 2019)
	Flocculation Mixer Replacement	5	\$ 2,000	2019	Purchase spare in 2017
	Sand Poper pump rebuild	2	\$ 300	2017	
	pH GLI Pro replacement (transmitter)	10	\$ 700	2017	
	pH GLI pH probe Replacement	2	\$ 350	2017	
	2 switches (flash mixer/flocculation mixer) Replacement	5	\$ 35	2020	
T-6 Tank/Pump skid	4" ball valve (sl/bypass replacement)	5	\$ 1,100	2019	
	Clean P-5 scale - clean/replace gaskets	0.5	\$ 50	2016	
	Replace 2" ball valves	2	\$ 200	2017	Use only hayward valves to keep valves consistent in plant to avoid replacing unions
	Braun Mixer Replacement	5	\$ 1,500	2019	Spare available
	DC controller	5	\$ 1,500	2019	Spare available
	P-5 bearing replacement	5	\$ 200	2019	
	Mechanical seal replacement	3	\$ 350	2018	
	Impeller replacement	8	\$ 300	2023	
T-7 tank/pump skid	Tank	25	\$ 2,000	2025	
	Braun Mixer Replacement	5	\$ 1,500	2019	Spare available
	DC controller	5	\$ 1,500	2019	Spare available
	P-5 bearing replacement	5	\$ 200	2019	
	Mechanical seal replacement	3	\$ 350	2018	
	Impeller replacement	8	\$ 300	2023	
	Tank	25	\$ 2,000	2025	
	pH GLI Pro replacement (transmitter)	10	\$ 700	2017	
T-7A tank/pump skid	pH GLI pH probe Replacement	2	\$ 350	2017	
	Braun Mixer Replacement	5	\$ 1,500	2019	Spare available
	DC controller	5	\$ 1,500	2019	Spare available
	P-5 bearing replacement	5	\$ 200	2019	
	Mechanical seal replacement	3	\$ 350	2018	
	Impeller replacement	8	\$ 300	2023	
	Tank	25	\$ 2,000	2025	
	pH GLI Pro replacement (transmitter)	10	\$ 700	2017	
GAC Units	pH GLI pH probe Replacement	2	\$ 350	2017	
	2500 flowmeter	15	\$ 1,600	2017	Replace with magmeter with GF matching influent FM
	Bag filter housing valves	5	\$ 250	2017	
	bag filter gasket	3	\$ 50	2017	
	Replace GAC Units	20	\$ 25,000	2036	
	Replace hose gaskets	2	\$ 50	2018	
	Replace sample valves	2	\$ 150	2018	
	Replace 2" Ball valves	5	\$ 500	2021	Use only hayward valves to keep valves consistent in plant to avoid replacing unions
GAC Units	Replace distribution manifold	5	\$ 2,000	2017	Need to rework distribution manifold
	distributor arms replacement	10	\$ 1,500	2026	Will need to be done by contractor
	Narrow gaskets	5	\$ 500	2021	
	Replace 2" camlock fitting	5	\$ 500	2021	



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	Maintenance Needs	Maintenance Interval (years)	Estimated cost	Maintenance Date (year)	Comments
T-1 Tank	Replace Tank	30	NA	2030	Will require a contractor
	Replace motor and gear box	15	\$ 4,500	2030	Will require a contractor
	Replace oil in gearbox	2	\$ 300	2017	Will require contract to pull mixer. Oil drain not accessible
	Clean tanks	5	\$ 2,000	2019	Will require a contractor
	Vega Radar sensor replacement	5	\$ 2,500	2017	
	Sump pump replacement	4	\$ 600	2017	
	Insulate piping	NA	\$ 900	2016	Will require a contractor
	Replace valves/check valve on pump	4	\$ 350	2017	
	Replace h sensor in dike area	10	\$ 400	2020	
	Replace T-1 main valve	5	\$ 125	2019	Use only hawyard valves to keep valves consistent in plant to avoid replacing unions. Also change valve when tank is cleaned
	P-3 bearing replacement	5	\$ 200	2019	
	P-3 Mechanical seal replacement	3	\$ 350	2018	
	P-3 Impeller replacement	8	\$ 300	2023	
	VFD	5	\$ 2,500	2021	May require contractor
	GF Magnet	10	\$ 1,200	2026	
P-1 and P-2/Tank	Brown Meter Replacement	5	\$ 1,500	2019	
	DC controller	5	\$ 1,500	2019	
	P-1 Replacement	5	\$ 3,000	2020	
	P-1 bearing replacement	5	\$ 200	2019	
	Mechanical seal replacement	3	\$ 350	2018	
	Impeller replacement	3	\$ 300	2018	
	Tank	30	\$ 2,000	2030	
	P-2 Replacement	20	\$ 3,000	2020	
	P-2 bearing replacement	5	\$ 200	2019	
	Mechanical seal replacement	3	\$ 350	2018	
Phase separator	Impeller replacement	3	\$ 300	2018	
	Replace Phase Separator Unit	35	NA	2035	
	Check valves from wells	1	\$ 200	2017	
	1" ball valves	3	\$ 200	2018	
	2" Ball Valves	3	\$ 300	2018	
Filter Press	Sand Piper pump rebuild	2	\$ 250	2017	
	Sand Piper Replacement	5	\$ 1,750	2019	
	Filter Press Replacement	30	\$ 20,000	2030	
	Filter Cloths Replacement	2	\$ 1,200	2016	
	2" ball valves	3	\$ 200	2016	
	1" Ball Valves	3	\$ 250	2016	
	Sand Piper Pump	5	\$ 1,750	2019	
Cartridge Filter	Solenoid valve	5	\$ 250	2017	
	Filter Press Cleaning	1	\$ 200	2016	
	Filter units Replacement	20	\$ 15,000	2020	
	Filter Housing gaskets	4	\$ 100	2017	
	Replace Valves/actuator valves	10	\$ 4,000	2017	Exceed life expect (order 2 units for 2017) 2 are not working properly
	Skid replacement	15	\$ 1,200	2016	
Air compressor 1	Ball Valves	5	\$ 200	2017	
	1/4" Ball Valves	5	\$ 100	2017	
	Replace Unit	30	NA	2030	
	Change Oil/gaskets and belt	1	\$ 500	2016	
Air compressor 2	Replace Unit	30	NA	2030	
	Change Oil/gaskets and belt	1	\$ 500	2016	
Generator	Replace Unit	35	NA	2035	Note: Unit needs to have maintenance contract to extend life
	Routine Maintenance	0.5	\$ 1,500	2016	schedule maintenance 2/year (including load test/power transfer switch)
	Battery	3	\$ 150	2016	
GCP-1-1	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	



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	Maintenance Needs	Maintenance Interval (Years)	Estimated cost	Maintenance Date (year)	Comments
GCP-1.2	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	
GCP-2.1	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	
GCP-3.1	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	
GCP-3.2	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	
GCP-4.1	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	
GCP-4.2	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	
GCP-9.1	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	
GCP-9.2	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	
IP-5	Diver and Cable	2	\$ 695	2018	
	Paint Well Outer Casing	2	NA	2017	
IP-6	Paint Well Outer Casing	2	NA	2017	
GCP-5.1	Paint Well Outer Casing	2	NA	2017	
GCP-5.2	Paint Well Outer Casing	2	NA	2017	
GCP-6.1	Paint Well Outer Casing	2	NA	2017	
GCP-6.2	Paint Well Outer Casing	2	NA	2017	
GCP-6.3	Paint Well Outer Casing	2	NA	2017	
GCP-6.2	Paint Well Outer Casing	2	NA	2017	
GCP-6.2	Paint Well Outer Casing	2	NA	2017	
GCP-7.1	Paint Well Outer Casing	2	NA	2017	
GCP-7.2	Paint Well Outer Casing	2	NA	2017	
GCP-8.1	Paint Well Outer Casing	2	NA	2017	
GCP-8.2	Paint Well Outer Casing	2	NA	2017	
GCP-8.3	Paint Well Outer Casing	2	NA	2017	
EW-1	Redevelop Well	5	\$ 2,000		
	Replace Piping/Valves	5	\$ 400	2020	
	Wet End Replacement	0.5	\$ 250	2017	
	Motor replacement	3	\$ 1,200	2019	
	Hose Replacement	5	\$ 50	2017	
	Heat Trace Replacement	5	\$ 1,000	2017	Contractor
	Transducer Replacement	5	\$ 1,000	2017	
	Controller Replacement	5	\$ 900	2018	
	Flowmeter Replacement	3	\$ 150	2017	
	Check Valve Replacement	2	\$ 100	2017	
	Power Cable Replacement	10	\$ 700	2023	
	EW-3	Redevelop Well	5	\$ 2,000	
Replace Piping/Valves		5	\$ 400	2020	
Wet End Replacement		0.5	\$ 250	2017	
Motor replacement		3	\$ 1,200	2019	
Hose Replacement		5	\$ 50	2017	
Heat Trace Replacement		5	\$ 1,000	2017	Contractor
Transducer Replacement		5	\$ 1,000	2017	
Controller Replacement		5	\$ 900	2018	
Flowmeter Replacement		3	\$ 150	2017	
Check Valve Replacement		2	\$ 100	2017	
Power Cable Replacement		10	\$ 700	2023	



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	Maintenance Needs	Maintenance Interval (Years)	Estimated cost	Maintenance Date (year)	Comments
EW-4	Redevelop Well	5	\$ 2,000		
	Replace Piping/Valves	5	\$ 400	2020	
	Wet-End Replacement	0.5	\$ 250	2017	
	Motor replacement	3	\$ 1,200	2019	
	Hose Replacement	5	\$ 50	2017	
	Heat Trace Replacement	5	\$ 1,000	2017	Contractor
	Transducer Replacement	5	\$ 1,000	2017	
	Controller Replacement	5	\$ 900	2018	
	Flowmeter Replacement	3	\$ 150	2017	
	Check Valve Replacement	2	\$ 100	2017	
	Power Cable Replacement	10	\$ 700	2023	
	EW-5	Redevelop Well	5	\$ 2,000	
Replace Piping/Valves		5	\$ 400	2020	
Wet-End Replacement		0.5	\$ 250	2017	
Motor replacement		3	\$ 1,200	2019	
Hose Replacement		5	\$ 50	2017	
Heat Trace Replacement		5	\$ 1,000	2017	Contractor
Transducer Replacement		5	\$ 1,000	2017	
Controller Replacement		5	\$ 900	2018	
Flowmeter Replacement		3	\$ 150	2017	
Check Valve Replacement		2	\$ 100	2017	
Power Cable Replacement		10	\$ 700	2023	
EW-6		Redevelop Well	5	\$ 2,000	
	Replace Piping/Valves	5	\$ 400	2020	
	Wet-End Replacement	0.5	\$ 250	2017	
	Motor replacement	3	\$ 1,200	2019	
	Hose Replacement	5	\$ 50	2017	
	Heat Trace Replacement	5	\$ 1,000	2017	Contractor
	Transducer Replacement	5	\$ 1,000	2017	
	Controller Replacement	5	\$ 900	2018	
	Flowmeter Replacement	3	\$ 150	2017	
	Check Valve Replacement	2	\$ 100	2017	
	Power Cable Replacement	10	\$ 700	2023	
	EW-7	Redevelop Well	5	\$ 2,000	
Replace Piping/Valves		5	\$ 400	2020	
Wet-End Replacement		0.5	\$ 250	2017	
Motor replacement		3	\$ 1,200	2019	
Hose Replacement		5	\$ 50	2017	
Heat Trace Replacement		5	\$ 1,000	2017	Contractor
Transducer Replacement		5	\$ 1,000	2017	
Controller Replacement		5	\$ 900	2018	
Flowmeter Replacement		3	\$ 150	2017	
Check Valve Replacement		2	\$ 100	2017	
Power Cable Replacement		10	\$ 700	2023	
EW-8		Redevelop Well	5	\$ 2,000	
	Replace Piping/Valves	5	\$ 400	2020	
	Wet-End Replacement	0.5	\$ 250	2017	
	Motor replacement	3	\$ 1,200	2019	
	Hose Replacement	5	\$ 50	2017	
	Heat Trace Replacement	5	\$ 1,000	2017	Contractor
	Transducer Replacement	5	\$ 1,000	2017	
	Controller Replacement	5	\$ 900	2018	
	Flowmeter Replacement	3	\$ 150	2017	
	Check Valve Replacement	2	\$ 100	2017	
	Power Cable Replacement	10	\$ 700	2023	



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	Maintenance Needs	Maintenance Interval (Years)	Estimated cost	Maintenance Date (year)	Comments
EW-9	Redevelop Well	5	\$ 2,000		
	Replace Piping/Valves	5	\$ 400	2020	
	Wet End Replacement	0.5	\$ 250	2017	
	Motor replacement	3	\$ 1,200	2019	
	Hose Replacement	5	\$ 50	2017	
	Heat Trace Replacement	5	\$ 1,000	2017	Contractor
	Transducer Replacement	5	\$ 1,000	2017	
	Controller Replacement	5	\$ 900	2018	
	Flowmeter Replacement	3	\$ 150	2017	
	Check Valve Replacement	2	\$ 100	2017	
EW-10	Power Cable Replacement	10	\$ 700	2023	
	Redevelop Well	5	\$ 2,000		
	Replace Piping/Valves	5	\$ 400	2020	
	Wet End Replacement	0.5	\$ 250	2017	
	Motor replacement	3	\$ 1,200	2019	
	Hose Replacement	5	\$ 50	2017	
	Heat Trace Replacement	5	\$ 1,000	2017	Contractor
	Transducer Replacement	5	\$ 1,000	2017	
	Controller Replacement	5	\$ 900	2018	
	Flowmeter Replacement	3	\$ 150	2017	
Gate/Controls	Check Valve Replacement	2	\$ 100	2017	
	Power Cable Replacement	10	\$ 700	2023	
	Controller	5	\$ 1,400	2020	Contractor
	Sensors (Beams) 6	5	\$ 4,000	2020	Contractor
	Open Loop (inside gate)	15	\$ 1,000	2030	
	Shadow Loop (outside gate)	15	\$ 1,000	2030	
	Control Modules	15	\$ 450	2030	
	Gate Actuator	10	\$ 1,000	2020	
	Card reader	10	\$ 1,000	2020	
	Intercom System	15	\$ 1,200	2020	
General Site Maintenance	Gates	25	\$ 4,000	2025	
	REDRUM hold device	10	\$ 100	2020	
	System Replace	25	\$ 15,000	2025	
	Asphalt - resurface	25	\$ 36,000	2030	Contractor
	Asphalt - sealer	10	\$ 6,000	2017	Contractor
	Plant Roof - inspection	5	\$ 1,000	2017	Contractor
	Plant Roof - Replacement	40-70	-	2040-2070	Contractor
General Site Maintenance	Plant Roof - Maintenance (sealers/fasteners/gaskets)	10	\$ 8,000	2017	Contractor
	HVAC - Air Handler	10		2025	
	Plant Heaters Maintenance	5	\$ 3,000	2016	

1. All equipment and maintenance costs are budgetary estimates based on current pricing, sales, or prior purchases and do not include labor/installation.
 2. Lifetime expectancy and maintenance intervals were derived from operator estimates and manufacturer recommendations where applicable.
 3. Conditional Rating Scale: Good, Fair, Poor - Conditional ratings for equipment were estimated by the site operator based on experience, prior purchases, and current performance.



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Pumps and Motors

Name	Description	Pump make	Pump Model	Motor Make	Motor Model	Repl Cost Estimate	Current Condition	Expected Life	Estimated Yr. Replacement	Comments:
P-1	Influent Pump	Gusher	SP1.25x1.5-SSEH CBM-A	Worldwide	WW1-143T	\$ 6,500	Fair	20 Years	2020	
P-2	Influent Pump	Gusher	SP1.25x1.5-SSEH CBM-A	Worldwide	WW1-143T	\$ 6,500	Fair	20 Years	2020	
P-3	Clarifier Feed Pump	Gusher	SP1.25x1.5-SSEH CBM-A	Worldwide	WW1-143TC	\$ 6,500	Fair	20 Years	2020	
P-4	Clarifier Solids Pump	Sandpiper	SA.N455	NA	NA	\$ 3,400	Fair	7 Years	2020	Rebuilt kit 1 years
P-5	Sandfilter Pump	Gusher	SP2x2.115EH CBM-A	WEG	01018ET3215T-W22	\$ 6,500	Fair	20 Years	2018	
P-6	GAC Feed Pump	Gusher	SP1.25x1.5-SSEH CBM-A	Worldwide	WW3-6-182T	\$ 6,500	Fair	20 Years	2020	
P-6A	Effluent Tank Pump	Gusher	SP1.25x1.5-SSEH CBM-A	Worldwide	WW1-143T	\$ 6,500	Fair	20 Years	2020	
P-7	Discharge Pump	Gusher	SP1.25x1.5-SSEH CBM-A	Worldwide	WW1-143T	\$ 6,500	Fair	20 Years	2020	
P-8	Discharge Pump	Gusher	SP1.25x1.5-SSEH CBM-A	Worldwide	WW1-143T	\$ 6,500	Fair	20 Years	2020	
P-9	Ferrie Pump	PulsaFeeder	LMH7TA-PTC3-XXX	NA	NA	\$ 450	Fair	10 Years	2018	Rebuilt kit 2 years
P-11	Ferrous Pump	PulsaFeeder	LME4TA-VTC-XXX	NA	NA	\$ 450	Fair	10 Years	2018	Rebuilt kit 2 years
P-12	Anionic Poly Pump	LMI	A771-156PBA	NA	NA	\$ 400	Fair	5 Years	2018	Rebuilt kit 2 years
P-19	Cationic Poly Pump	LMI	A771-156PBA	NA	NA	\$ 400	Fair	5 Years	2018	Rebuilt kit 2 years
P-20	Backwash / Polymer	Gusher	SP1.25x1.5-SSEH CBM-A	Worldwide	WW3-36-182T	\$ 6,500	Fair	20 Years	2020	
P-21	Discont T-1 Return	Gusher	SP1.25x1.5-SSEH CBM-A	Worldwide	WW1-143T	\$ 6,500	Fair	20 Years	2020	
P-22	Filter Press Pump	Sandpiper	SAL.DNSA	NA	NA	\$ 3,000	Fair	5 years	2018	Rebuilt kit 1 years
P-24	Phase Sludge	Sandpiper	SAL.7V455	NA	NA	\$ 3,600	Fair	5 years	2018	Rebuilt kit 1 years
P-16	Caustic Pump	PulsaFeeder	LMB3TAUTCXXX	NA	NA	\$ 350	Fair	5 Years	2018	Rebuilt kit 2 years
P-17	Acid Pump	PulsaFeeder	LMB3TATC1130	NA	NA	\$ 350	Fair	5 Years	2018	Rebuilt kit 2 years
Polymer Pump	Anionic Polyblend	PolyBlend				\$ 3,500	Fair	25 Years	2025	
Polymer Pump	Cationic Polyblend	PolyBlend				\$ 3,500	Fair	25 years	2025	

Gusher pumps

Replacement Part	Expected Life of part	Quantity needed	Year of Order	Cost
impeller	5 years	2	2017	\$400.00
mechanical seal 2 years	2 Years	2	2017	\$450.00
Gearbox bearings 3 years	3 Years	4	2017	\$300.00
Motor	5 years	2	2017	\$1,200.00
Coupling insert 1-2 years	1-2 Years	3	2016	\$350.00

1. All equipment and maintenance costs are budgetary estimates based on current pricing, rates, or prior purchases and do not include labor/installation.
2. Lifetime expectancy and maintenance intervals were derived from operator estimates and manufacturer recommendations where applicable.
3. Conditional Rating Scale: Good, Fair, Poor - Conditional ratings for equipment were estimated by the site operator based on experience, prior purchases, and current performance.



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Tanks									
Name	Description	Make	Model	Capacity	Repl Cost Est	Current Condition	Expected Life	Estimated Yr. Replacement	Comments:
T-1	Equalization Tank	A.O Smith	2015TT	\$ 30,000	40,000	Good	30 Years	2030	
	Effluent	A.O Smith	1415TT	\$ 15,000	30000	Good	30 Years	2030	
T-9	Sludge holding tank	Sii	1066-01	\$ 3,000	4500	Poor	15 Years	2017	(damaged should be repaired/replaced)
T-2	Phase separator effluent tank	RTS	SLD-0095G	\$ 200	1500	Fair	30 years	2030	
T-6	Clarifier effluent tank	RTS	SLD-0095F	\$ 200	1500	Fair	30 Years	2030	
T-7	pH adjustment tank	RTS	SLD-0095G	\$ 200	1500	Fair	30 years	2030	
T-7A	Effluent tank	RTS	SLD-0095G	\$ 200	1500	Fair	25 Years	2225	
T-10	Sludge decant tank	RTS	SLD-0095C	\$ 500	1500	Fair	15 Years	2017	(damaged should be repaired/replaced)

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2. Lifetime expectancy and maintenance intervals were derived from operator estimates and manufacturer recommendations where applicable.
3. Conditional Rating Scale: Good, Fair, Poor - Conditional ratings for equipment were estimated by the site operator based on experience, prior purchases, and current performance.
4. BC recommends performing a tank inspection at 75-80% Life Expectancy



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Specialty Valuing

Name	Description	Make	Model	Repl Cost Est	Current Condition	Expected Life	Estimated Yr. Replacement	Comments
4" Ball valve	Valves on Clarifier effluent line	Hayward	LB309	\$ 350	Fair	5 years	2020	
2" Ball valve	Valves throughout system	Hayward	tb1200ste	\$ 60	Fair	5 years	2020	

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 3. Conditional/Rating Scale: Good, Fair, Poor - Conditional ratings for equipment were estimated by the site operator based on experience, prior purchases, and current performance.



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Well Pumps

Name	Description	Make	Model	Repl Cost Est	Current Condition	Expected Life	Estimated Yr. Replacement	Comments:
Well pumps	EW-1,3,4,5,6,7,8,9,10	Grundfos	10-SQE-100NE	\$ 1,300	Varies	Wet-end 6 months / Motor 3 years	2016	
Well pumps	EW-1,3,4,5,6,7,8,9,10	Grundfos	10-SQE-100NE	\$ 250	Varies	Wet-end 6 months	2016	
Well Pumps	EW-2	Grundfos	SP4	\$ 1,200	Varies	5 years	2017	

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3. Conditional/Rating Scale: Good, Fair, Poor - Conditional ratings for equipment were estimated by the site operator based on experience, prior purchases, and current performance.



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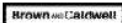
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Instrumentation and Power

Name	Description	Make	Model	Repl Cost Est	Current Condition	Expected Life	Estimated Yr. Replacement	Comments:
Mixer Control	VFD 1-2,6,7,10	KB Electronics	KBPC-2400	\$ 1,200	Fair	5 years	2020	(we have spares)
Motor Control unit	Motor control unit	Square D	Model 6	\$ 20,000	Good	30 years	2030	Replace components as needed
Influent flow display	Influent display	G.F. signet	model 3-5075	\$ 1,400	Good	10 years	2030	Several not in use
Effluent flow display	Effluent display	G.F. signet	model 3-5075	\$ 1,400	Good	10 years	2030	several not in use
Data loggers	well data loggers	Dent	Contact Logger	\$ 22,000	Good	5 years	2018	
Alarm Panel	Process alarm panel	Panalarm	94CA36	\$ 20,000	Fair	30 years	2030	Replace components as needed
PLC	PLC	Allen Bradley	SLC500-10 slot rack	\$ 25,000	Fair	10 years	2025	Replace cards as needed and battery
DC power supply	DC power supply	Acopia	B28G500	\$ 1,500	Fair	20 years	2020	
pH Controller	pH controller process area	Precision digital	PB6000-6R4	\$ 1,500	Fair	15 years	2018	
Level indicator	1-1 Level indicator	Flowline	L113-1001	\$ 2,300	Fair	15 years	2018	
Flowmeter	Magnetic flow meter	G.F. signet	3-2551-PO-42	\$ 2,500	Fair	10 years	2020	
1-1 Mixer control	1-1 VFD	Reliance Electric	SP500	\$ 1,200	Fair	20 years	2020	
Surge protector	Surge protector	Mission	51121	\$ 2,000	Good	15 years	2020	
Float control	float control 1-7a, 7	Flowline	LC05	\$ 500	Fair	10 years	2017	
Flowmeter	Magnetic flow meter	G.F. signet	3-2551-PO-41	\$ 2,500	Fair	10 years	2025	
Flowmeter	Magnetic flow meter	G.F. signet	2550 obsolete	\$ 2,500	Fair	10 years	2017	
pH probes (Clarifier)	PF2453 Probe	GLI	Probe	\$ 350	Fair	2 years	2017	
pH probes (Acid Adjustment)	PF2453 Probe	GLI	Probe	\$ 350	Fair	2 years	2017	
pH probes (FTA)	PF2453 Probe	GLI	Probe	\$ 350	Fair	2 years	2017	
pH transmitter (clarifier)	GLI pH Meter	GLI-5180	Meter	\$ 680	Good	10 Years	2020	
pH transmitter (clarifier)	GLI pH Meter	GLI-5180	Meter	\$ 680	Good	10 Years	2020	
pH transmitter (clarifier)	GLI pH Meter	GLI-5180	Meter	\$ 680	Good	10 Years	2020	

1. All equipment and maintenance costs are budgetary estimates based on current pricing, sales, or prior purchases and do not include labor/installation.
 2. Lifetime expectancy and maintenance intervals were derived from operator estimates and manufacturer recommendations where applicable.
 3. Condition/Rating Scale: Good, Fair, Poor - Conditional ratings for equipment were estimated by the site operator based on experience, prior purchases, and current performance.



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Equipment - Process/General Site

Name	Description	Make	Model	Repl Cost Est	Current Condition	Expected Life	Estimated Yr. Replacement	Comments:
PS	Phase Separator			\$ 75,000	Fair	25 Years	2025	
G5-1	Gravity Settler	Parkson	L65125X/55	\$ 100,000	Good	30 years	2045	Mixers 5-10 years (2020)
Compressor	Process area compressor	Ingersoll Rand	SSR EP15	\$ 15,000	Good	25 years	2025	
Compressor	Chemical Storage Compressor	Ingersoll Rand	UP6-15C-125	\$ 7,500	Good	25 years	2025	
Air Dryer	Compressed air dryer	Ingersoll Rand	PXR-75	\$ 3,500	Fair	20 years	2020	
Sand filter control	Control Panel for sand filter	Yardley		\$ 5,500	Good	25 years	2025	
Sand filter unit	Sand filter units	Yardley		\$ 7,500	Good	25 years	2025	
Cartridge filter unit	Cylinders where cartridges go	Strainrite	PCMM2	\$ 5,000	Fair	20 years	2020	skid needs maintenance (est. \$2,100)
Drum Crusher	Steel drum crusher	Oberg	D-30	\$ 9,700	Good	25 years	2025	(used very little)
Filter press	Filter press	Serfilco	2-18-PPGMH43-0806G	\$ 15,000	Fair	25 years	2025	Replace filter plates cloths 15 year (2016)
Spectrometer	Spectrometer	Hach	DR2700	\$ 4,300	Poor	No longer used		
Spectrometer	Spectrometer	Hach	DR900	\$ 1,400	Good	3 years	2019	Replaced June 2016
Turbidity Meter	Meter for turbidity	Hach	2100Q	\$ 500	Good	4 years	2019	
COD reactor	COD reactor	Hach	45600-00	\$ 945	Good	5 years	2021	
Turbidity Standard	Standard for turbidity	Stabical	Stabical for 2100Q	\$ 50	Good	2 year	2017	
Walk in cooler	Sample storage cooler	U.S Cooler	FCR3476PGI	\$ 8,000	Fair	25 years	2025	
Glass Crusher	Crusher of glass	ProDiva	447321	\$ 2,400	Good	20 years	2034	
Power washer	pressure washer	Mi-T-M	WWM3504	\$ 6,500	Good	10 years	2018	
Transfer switch	Switch to transfer power	Kohler		\$ 5,000	Good	25 years	2025	
Forklift	Forklift	Cat	GC15	\$ 10,000	Good	20 years (light use)	2020	
ATV	ATV/ Quad	Polaris	330 Magnum	\$ 8,000	Good	15 years	2023	
Cooler	Ice cooler outside warehouse	Leer		\$ 1,500	Fair	15 years	2017	
Generator	Backup power unit	Kohler	60	\$ 18,000	Fair	25 years	2025	
Mixer	Mixer for T-2,6,7,10	Brown	96330V	\$ 1,800	Fair	10 years (we have spares)	2020	

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 3. Conditional Rating Scale: Good, Fair, Poor - Conditional ratings for equipment were estimated by the site operator based on experience, prior purchases, and current performance.



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<u>Painesville Asset Listing</u>	<u>Units</u>	<u>Approximate Value</u>
Drill	1.00	200.00
Sawsall	1.00	150.00
Pressure Washer	1.00	300.00
Portable Generator	1.00	1,400.00
Toilets & Tanks	1.00	750.00
Storage Conex	1.00	2,000.00
Trailer Office	1.00	5,000.00
HP Printer	1.00	150.00
Weed Sprayer	1.00	50.00
Water Trailer	1.00	250.00
Weedeater	1.00	300.00

Lister Avenue Warehouse Equipment Inventory		
Asset	Amount	Units
Northwest Warehouse Corner		
8 x 30 Activated Carbon	8,000	lbs
100' Extension Cords	18	ea.
Folding Chairs	21	ea.
Mechanical Material Lift	1	ea.
Sump Pump Control Cabinet (left from Phase I Project)	1	ea.
Grease Sample Station	1	ea.
R-19 Insulation	1	roll
SPC absorbent pads	1	box
Touch up Paint Kit for Parkson Clarifier	1	ea.
Slope Indicator	1	ea.
Well Sentinals	5	ea.
Suspended Sediment Point Integration Sampler	1	ea.
Gravel (support for MMF)	3	bags
Bentonite	4	bags
Air Samplers	7	ea.
Dock Bubbles	4	ea.
Strainrite bag filters	6	Case
Cold Water Suit	1	ea.
LED Lights	10	ea.
T-1 Mixer Brawn (needs rebuild)	1	ea.
4' Fluorscent Light bulbs	11	ea.
Water Level Indicator (solenist)	4	ea.
Signal Wire	16	ft.
Drum Vac Top	1	ea.
Portable Garden Sprayer	1	ea.
5070 sealer	1	ea.
91361-13300 Air Filter	1	ea.
N3BSK100 Hydro. Filter	1	ea.
Helmet (ATV)	1	ea.
MR pump AA771-156PBA	1	ea.
Oil ATV Kit	1	ea.
8149040 Water Meter Master Meter	1	ea.
6" split well caps (extraction well)	2	ea.
Belt 1420 HVAC	2	ea.
Weedwacker Kit (repair)	1	ea.
Screw Hooks 6R	25	ea.
Ultrasonic L20-5001	1	ea.
Lay flat fire hose	5	ea.
Garden hose	1	ea.
Tube caps (core sampling)	50	ea.
1" tygon tubing	25	ft.
Fine Garnet (OLD MMF media)	20	bags
Next Sand	2	bags
Black Top Repair (old need to be disposed of)	3	bags
Troy Built 5545 Snowblower	1	ea.
Back Pack Sprayer	1	ea.
Plant Roof Cement	1	ea.

Lister Avenue Warehouse Equipment Inventory		
Asset	Amount	Units
Northwest Warehouse Corner		
Oil absorbent Material	3	bags
Water Swelling Sealing Material	2	ea.
Camlock Fittings 4"	7	ea.
16MC180 Flowline Controller	1	ea.
Contactora SQD (30 AMP)	4	ea.
Warrick Control Relay	2	ea.
SQD three phase breakers 30 A	2	ea.
12 Ton Press Harbor Freights	1	ea.
1" Iron gas pipe	80	ft.
Snow Shovels (metal)	5	ea.
Ultraflow grout	1	ea.
Southwest Warehouse Corner		
large tyvek	1	box
4x tyvek	2	box
M tyvek	1	box
EX Nitrile	14	box
M Nitrile	5	box
Aluminum Foil	2	ea.
Duct Tape	4	rolls
Plug in GFCI	1	ea.
Sump Pump F1051300X Flowtech	1	ea.
5 cu Chest Freezer	1	ea.
Sample Refrigerator	2	ea.
ATV	1	ea.
Cat Forklift	1	ea.
Heavy duty 12 fiberglass ladder	1	ea.
1" Schedule 80 PVC	40	ft.
2" Schedule 80 PVC	20	ft.
2" rigid conduit	30	ft.
1" rigid conduit	10	ft.
Armstrong Molding	30	ft.
3/8 G All Thread	10	ea.
PROMAX Roundup	14	ea.
Solar Salt	97	bags
Southeast Warehouse Corner		
Liners 501704	42	ea.
12" Liners	9	ea.
Propane Tanks (forklift)	2	ea.
RPT40105P Pail Truck	1	ea.
Ryobi chop saw	1	ea.
Arrow staple gun	1	ea.
Small SS funnel	1	ea.
Hand sanitizer 16oz	1	ea.
plastic graduated cylinder	1	ea.
Emergency flash Kit	1	ea.
Quartz light stand w/bulbs	2	ea.

Lister Avenue Warehouse Equipment Inventory		
Asset	Amount	Units
Northwest Warehouse Corner		
speed air model 4tw296 air compressor	1	ea.
MQTM #505 Steam cleaner	1	ea.
10" chopsaw blade	1	ea.
White igloo Chest Coolers	11	ea.
Cement mixer (stainless steel drum)	1	ea.
12" bubble wrap	600	ft.
Plastic drums	3	ea.
metal drums	3	ea.
rubber hammer	1	ea.
2' Core Tubes	52	ea.
3" Core Tubes	52	ea.
Sample tubes Air/Water	25	ea.
Unused plate frames	95	ea.
Insulation wraps	6	ea.
Prodeva glass crusher	1	ea.
all weather sampler (Sigma)	1	ea.
Spill kit	1	ea.
electrical tape	4	box
scotch tape	20	roll
Duct Tape	15	roll
16 X 12 ziplock	40	ea.
14 X 14 ziplock	4	box
document ziplock	1	box
contractor bag	2	box
large bailers	4	ea.
small bailers	20	ea.
core lines	9	bags
Northeast Warehouse Corner		
encore samplers	2	case
simple green	5	gal
409 cleaner	8	ea.
Lysol cleaner	2	ea.
GoJo soap	2	gal
Honda Trash pumps	2	ea.
Lay flat fire hose	3	ea.
3 Phase large sub. Pumps	3	ea.
KP250-Ai injection pump	1	ea.
Gusher pump and motor 1 hp	1	ea.
1 HP gusher motor	2	ea.
1 HP gusher pump	1	ea.
10 HP gusher motors	3	ea.
DC mixer Brawn	3	ea.
Sandpiper DD pump	2	ea.
Flash mixing mixer motor	1	ea.
pulsatrone LMH7TA injection pumps	3	ea.
2" submersible blue pump	1	ea.

Lister Avenue Warehouse Equipment Inventory		
Asset	Amount	Units
Northwest Warehouse Corner		
bag filters	4	box
electric pressure washer	1	ea.
absorbant pads	1	box
0.50 micron cartridge filters	26	ea.
1.0 micron cartridge filters	15	ea.
Tyvek XL suits	7	box
Tyvek L suits	8	box
large gloves 20 per box	8	box
chain hoist	1	ea.
lifting shackles	4	ea.
lifting straps	5	ea.
life jackets	3	ea.

EXHIBIT B

ESCROW PROVISIONS

1. **Other Duties of Escrow Holder.** Escrow Holder shall not be bound in any way by any other agreement or contract between Seller and Buyer, whether or not Escrow Holder has knowledge thereof. Escrow Holder's only duties and responsibilities with respect to the Deposit shall be to hold the Deposit and other documents delivered to it as agent and to dispose of the Deposit and such documents in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, Escrow Holder shall have no responsibility to protect the Deposit and shall not be responsible for any failure to demand, collect or enforce any obligation with respect to the Deposit or for any diminution in value of the Deposit from any cause, other than Escrow Holder's negligence or willful misconduct. Escrow Holder may, at the expense of Seller and Buyer, consult with counsel and accountants in connection with its duties under this Agreement. Escrow Holder shall not be liable to the parties hereto for any act taken, suffered or permitted by it in good faith in accordance with the advice of counsel and accountants. Escrow Holder shall not be obligated to take any action hereunder that may, in its reasonable judgment, result in any liability to it unless Escrow Holder shall have been furnished with reasonable indemnity satisfactory in amount, form and substance to Escrow Holder.

2. **Disputes.** Escrow Holder is acting as a stakeholder only with respect to the Deposit. If there is any dispute as to whether Escrow Holder is obligated to deliver the Deposit or as to whom the Deposit is to be delivered, Escrow Holder shall not make any delivery, but shall hold the Deposit until receipt by Escrow Holder of an authorization in writing, signed by all the parties having an interest in the dispute, directing the disposition of the Deposit, or, in the absence of authorization, Escrow Holder shall hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. Escrow Holder shall have no responsibility to determine the authenticity or validity of any notice, instruction, instrument, document or other item delivered to it, and it shall be fully protected in acting in accordance with any written notice, direction or instruction given to it under this Agreement and believed by it to be authentic. If written authorization is not given, or proceedings for a determination are not begun, within thirty (30) days after the date scheduled for the closing of title and diligently continued, Escrow Holder may, but is not required to, bring an appropriate action or proceeding for leave to deposit the Deposit with a court of the State of Delaware pending a determination. Escrow Holder shall be reimbursed for all costs and expenses of any action or proceeding, including, without limitation, attorneys' fees and disbursements incurred in its capacity as Escrow Holder, by the party determined not to be entitled to the Deposit. Upon making delivery of the Deposit in the manner provided in this Agreement, Escrow Holder shall have no further liability hereunder. In no event shall Escrow Holder be under any duty to institute, defend or participate in any proceeding that may arise between Seller and Buyer in connection with the Deposit.

3. **Reports.** Escrow Holder shall be responsible for the timely filing of any reports or returns required pursuant to the provisions of Section 6045(e) of the Internal Revenue Code of 1986 (and any similar reports or returns required under any state or local laws) in connection with the closing of the transaction contemplated by this Agreement.

4. **Title**. The terms of this Exhibit B have no effect upon Escrow Holder's obligations as the issuer of any title insurance.

EXHIBIT C

FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS (the "**Assignment**") is made as of _____, 2017 (the "**Effective Date**"), by and between TIERRA SOLUTIONS, INC., a Delaware corporation ("**Assignor**"), and [_____] ("**Assignee**").

RECITALS

Pursuant to a Purchase and Sale Agreement, dated as of _____, 2017, between Assignor, as seller, and Assignee, as buyer (the "**Purchase Agreement**"), Assignee will acquire from Assignor certain interests in land, buildings and improvements more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "**Real Property**").

In consideration of the acquisition of the Real Property by Assignee and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee, and Assignee hereby accepts from Assignor (a) all of Assignor's books and records (or copies thereof), including all information and data on computers owned or leased by Assignor or otherwise on premises occupied by Assignor, and all rights of access to such data ("**Books and Records**"); for the avoidance of doubt, the Books and Records shall only include Assignor's books and records (or copies thereof) for the Real Property as well as those that relate to the PT Insurance Policies (as such term is defined in Assignor's plan of liquidation confirmed by the United States Bankruptcy Court for the District of Delaware), (b) all of Assignor's right, title and interest in the PT Insurance Policies that relate to the Property, (c) all of Assignor's right, title and interest in and to the contracts described on Exhibit B attached hereto (the "**Contracts**") and the leases described on Exhibit C attached hereto (the "**Leases**") together with any tenant security deposits, relating to the Real Property, (d) those items of personal property described on Exhibit D attached hereto, and (e) all of Assignor's right, title and interest as tenant or lessee under all the leases described on Exhibit E attached hereto (the "**Submerged Land Leases**"). Assignee hereby accepts the assignment of the Contracts, the Leases and the Submerged Land Leases and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations of Assignor thereunder to the extent arising from and accruing on or after the Effective Date.

2. In the event of any litigation or other judicial action or proceeding between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's out-of-pocket costs and expenses of such litigation, action or proceeding, including without limitation reasonable attorneys' fees and expenses. Any such attorneys' fees

and expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

3. This Assignment may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

4. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Real Property is located.

5. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of Assignor and Assignee.

6. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the Purchase Agreement, the Purchase Agreement shall prevail.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

SELLER:

_____,
a _____

By: _____
Name: _____
Its: _____

BUYER:

_____,
a _____

By: _____
Name: _____
Its: _____

EXHIBIT D

[Intentionally Deleted]

EXHIBIT E

FORM OF APPROVAL ORDER

Form and Content to be Agreed Upon by Buyer.

EXHIBIT F

LEASES

None

EXHIBIT G**CONTRACTS**

DOC ID	DEBTOR	COUNTERPARTY	DESCRIPTION	ASSOCIATED PROPERTY	DATE OF CONTRACT OR LEASE	ESTIMATED ONGOING COST (\$)	FREQUENCY
133	Tierra Solutions, Inc.	Action Environmental LLC	Construction Services Agreement	Tuscaloosa	10/15/2013	12,000.0	Monthly
135	Tierra Solutions, Inc.	Alabama Power Company	Easement Contract (Pole line)	Tuscaloosa	5/27/2014	300.0	Monthly
140	Tierra Solutions, Inc.	Barringer Tree Service	Site Maintenance Master Services Agreement	Tuscaloosa	4/15/2004	291.7	Monthly
160	Tierra Solutions, Inc.	CT Consultants Inc.	Consulting Agreement (Civil Engineering)	Painesville	4/19/2010	12,000.0	Quarterly
189	Tierra Solutions, Inc.	Ferricci Electric Inc.	Master Services Agreement	Painesville	7/8/2010	4,000.0	Semi-Annual
196	Tierra Solutions, Inc.	Geraldine Kemp	Environmental Site Management Consulting Agreement	Tuscaloosa	7/24/2006	500.0	Monthly
199	Tierra Solutions, Inc.	Haley & Aldrich Inc.	Services Agreement	Painesville	3/27/2008	12,000.0	Semi-Annual
210	Tierra Solutions, Inc.	Industrial Chemical	Vendor Contract	Tuscaloosa	3/12/2010	4,300.0	Quarterly
222	Tierra Solutions, Inc.	Kdefer LLC	Independent Contractor (Site Management)	Painesville	1/1/2012	10,000-12,000	Monthly
228	Maxus Energy Corporation	Lake Erie Diving Inc.	Vendor Contract (O&M)	Painesville	3/16/2010	6,748.0	Annual
306	Tierra Solutions, Inc.	Yardmaster, Inc.	Vendor Contract (Landscaping)	Painesville	5/1/2007	1,100.0	Monthly

Exhibit C

Bordwin Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
MAXUS ENERGY CORPORATION, <i>et al.</i> , ¹	)	Case No. 16-11501 (CSS)
)	
Debtors.	)	Jointly Administered
)	
)	

DECLARATION OF HAROLD J. BORDWIN IN SUPPORT OF DEBTORS’ MOTION FOR AN ORDER (I) APPROVING AND AUTHORIZING THE SALE OF THE DEBTORS’ ASSETS FREE AND CLEAR OF ALL LIENS, INTERESTS, CLAIMS, AND ENCUMBRANCES SUBJECT TO HIGHER AND BETTER OFFERS, (II) AUTHORIZING THE DEBTORS TO PAY THE TRANSACTION FEE, (III) APPROVING THE (A) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND (B) REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY, (IV) WAIVING THE REQUIREMENTS OF BANKRUPTCY RULE 6004(h), AND (V) GRANTING RELATED RELIEF

Harold J. Bordwin, having been duly sworn, hereby deposes and says as follows:

1. I submit this Declaration in Support of the Debtors’ *Motion for an Order (I) Approving and Authorizing the Sale of the Debtors’ Assets Free and Clear of All Liens, Interests, Claims, and Encumbrances Subject to Higher and Better Offers, (II) Authorizing the Debtors to Pay the Transaction Fee, (III) Approving the (A) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases of Nonresidential Real Property and (B) Rejection of Certain Executory Contracts and Unexpired Leases of Nonresidential Real Property, (IV)*

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Maxus Energy Corporation (1531), Tierra Solutions, Inc. (0498), Maxus International Energy Company (7260), Maxus (U.S.) Exploration Company (2439), and Gateway Coal Company (7425). The address of each of the Debtors is 10333 Richmond Avenue, Suite 1050, Houston, Texas 77042.

*Waiving the Requirements of Bankruptcy Rule 6004(h), and (V) Granting Related Relief (the “Motion”).*²

2. I am a principal and managing director of Keen-Summit Capital Partners LLC (“Keen”). I have been employed by Keen since its formation on January 1, 2015, and by one or another of its predecessor firms since 1988. Keen is the successor entity to Keen Realty Consultants Inc., a workout and advisory business that was founded by my father in 1982. Keen provides real estate and lease transaction services (*i.e.*, accelerated sales of real estate and leases via real estate brokerage, auction and/or M&A processes; and also lease renegotiations and lease restructuring services,) and corporate finance and strategic advisory services (*i.e.*, distressed sell-side M&A services and capital raises). With a particular expertise in workouts and restructurings, Keen represents, among others, businesses in and out of Chapter 11 as well as Chapter 7 trustees and federal and state receivers.

3. Current and recent real estate disposition and corporate finance projects include, among others: In re Newbury Common Associates, LLC, *et al.*, Case No. 15-12507 (LSS) (Bankr. D. Del.): Sold 3 multifamily properties (231 units), a 115 room hotel, and 335,500 s.f. of office and flex space for \$148,240,000; Closter Plaza Shopping Center DIP (NJ): Raised \$52 million and structured a complex j-v with a private REIT; Aziz Convenience, L.L.C., Case No. 14-70427-RSS (Bankr. S.D. Tex.): Sold 28 store gas station/convenience store chain as a going concern for \$41,600,000; Sarkis Investments Co DIP (CD CA): Sold 120,000 s.f. CA income producing mixed use property for \$24,500,000; Cordillera Golf Club, LLC dba The Club at Cordillera, Case No. 12-24882-ABC (Bankr. D. Colo.): Sold club as a going concern for \$14,200,000; Briar’s Creek Golf, LLC, Case No. 15-00712 (JEW): Sold prestigious and

² Capitalized terms used in this Declaration but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

exclusive golf club for \$11,300,000; A.L. Eastmond & Sons, Inc., *et al.*, Case No. 15-13214 (SHL) (Bankr. S.D.N.Y.): Sold 46,000 s.f. industrial property for \$7,000,000; Radius Hospital, Receiver (MA): Sold 160,000 s.f. vacant MA hospital for \$6,800,000; Malibu Lighting Corporation, *et al.*, Case No. 15-12080 (KG) (Bankr. D. Del.): Sold 64,000 s.f. TX industrial property, \$4,400,000, and Sold 262,000 s.f. MS industrial property for \$1,000,000; Nirvana, Inc., *et al.*, Case No. 15-60823 (Bankr. N.D.N.Y.): Sold bottler of proprietary spring water as a going concern for \$5,740,000; Balmoral Racing Club, Inc., *et al.*, Case No. 14-45711 (Bankr. N.D. Ill.): Sold 200 acre racetrack for \$1,900,000.

4. On December 15, 2016, the Court entered an Order approving the employment of Keen as the Debtors' real estate advisor. [Dkt. No. 630]. On December 16, 2016, the Court entered a revised order approving the employment of Keen as real estate advisor. [Dkt. No. 643].

5. The Debtors were part of a larger corporate enterprise which operated in the oil and gas industry. Certain affiliates or subsidiaries of the Debtors owned five properties located in Alabama, New Jersey, and Ohio. These five properties are known to have environmental issues and require some combination of active investigation, remediation, monitoring, operating and maintenance due to a predecessor company's operation of the property. Keen was engaged to provide the Debtors with a market assessment of each property. Following the presentation of Keen's findings, on January 6, 2017, the Debtors directed Keen to market for sale all five properties. Keen prepared an extensive marketing plan and budget that was approved by the Debtors on January 18, 2017. The plan included significant print and digital advertising methods. Keen engaged in extensive marketing efforts, in accordance with the approved plan. Keen's marketing efforts, which began on January 19, 2017, included, without limitation, the following:

(a) creating a teaser for the portfolio and each property (approved on January 18, 2017) that were made available to prospects when they inquired about each or all of the properties.

(b) creating a data room (made live on January 23, 2017) from which prospects, subject to a non-disclosure agreement, could access items such as appraisals, architectural drawings, environmental reports, property maps and site plans, and related documents;

(c) directly soliciting a list of buyers and developers of environmental impacted properties and land preservation organizations;

(d) advertising in *The Wall Street Journal*, *The New York Times*, *Mid-Atlantic Real Estate Journal*, *NY Real Estate Journal*, *Newark Star Ledger*, *Crain's NY Business*, *Birmingham News*, *Plain Dealer*, *Crain's Cleveland Business* and *Properties Magazine*;

(e) digital advertising via internet listings, advertisements on websites and in eNewsletters on Institute of Real Estate Management, National Association of Industrial & Office Properties, Source Weekly, Commercial Property Executive, National Real Estate Investor, Brownfield News, Renewal & Redevelopment, National Association of Home Builders, Recreation Management, Deal Acquisition Central, Loopnet Premium Listings, Costar and Showcase by Costar; and

(f) engaging in two targeted mass emails to over 10,000 contacts in Keen's proprietary database and numerous specialty services including Building Owners and Managers Association, Brownfield & Redevelopment Developers, Venues Today Operators, Property Campaign (180,000 RE Professionals), PropertyBlast (90,000 brokers and agents), PropertySend (65,000 buyers, developers, and agents), and ePropertypush (23,000 investors and agents).

6. These extensive marketing efforts by Keen resulted in 102 prospects, 51 of which executed the non-disclosure agreements (each an "NDA"). The prospects that executed the NDA were then given access to the online data room. Keen's marketing called for offers to be

submitted on individual properties or all of the properties by March 22, 2017. In addition to the offers made by the Purchaser as well as an affiliate of Commercial Development Company (“CDC”), Keen received a total of 17 offers at the offer deadline. The offers included (a) the offer submitted by CDC for all five parcels of the Real Property, (b) 2 offers on the Painesville Property, (c) 9 offers for the Belleville Property, (d) 3 offers on the O’Brien Property, and (e) 3 offers on the Lister Avenue property. There were no offers for the Tuscaloosa Property.

7. To that end, following the receipt of offers, Keen circulated the offers and a summary spreadsheet on March 23, 2017 to the Debtors’ professionals. The Debtors’ professionals, Creditors’ Committee professionals, and Keen reviewed the offers. Keen contacted the package offer bidder and certain bidders on individual properties and asked them to improve upon the terms of their offers and clarify any open items by April 3, 2017. On April 5, 2017, Keen circulated the revised offers and an updated summary to the Debtors’ professionals. These offers were discussed and analyzed with the Debtors’ and Creditors’ Committee professionals on April 7, 2017, and the Debtors began negotiations with CDC, who had the highest and best bid at the time for all five properties in the amount of \$19,350,000.

8. In the weeks that followed, the Debtors received an offer from Mariana Properties, Inc. (“Mariana”), an affiliate of Occidental Chemical Corporation. Mariana’s offer for the Property was for \$21 million. In addition, Mariana’s offer, as reflected in the Purchase Agreement, has other significant benefits, including: (i) it did not require an inspection period for the Property, thereby limiting the risk that Mariana could decide to not close on the sale of the Property; (ii) Mariana will be ready to close within 15 days of approval of the sale by the Bankruptcy Court; (iii) it is not seeking any “stalking horse” protections in the form of a break-up fee or expense reimbursement; and (iv) Mariana will assume certain of the title-related costs.

9. Mariana is a Delaware corporation that has been in existence since March 1994 (originally named Weirs Creek Holdings, Inc.) with its main business purpose being to hold properties for disposition by the Occidental group. It owns, directly or indirectly through wholly-owned subsidiaries, properties in seven different States. The Purchaser is a wholly owned subsidiary of Glenn Springs Holdings, Inc. (“GSH”), a Delaware corporation in existence since February 1993, and an affiliate of OCC. GSH’s main activity is to manage legacy sites and issues for Occidental Petroleum Corporation (“OPC”) and its affiliates, including OCC. The Purchaser is part of the same tax consolidation as OCC and OPC.

10. The Real Property was thoroughly marketed to all potential interested parties and the marketing and bidding process was conducted in a manner consistent with industry norms. The Purchase Agreement is at a price that exceeds the highest of the package and individual offers.

11. Notwithstanding the extensive marketing process, the Debtors believe it is appropriate to provide parties with an additional opportunity to submit a higher and better bid than Mariana. Accordingly, the Debtors will accept other higher and better offers for the Real Property between June 16, 2017, and June 30, 2017. If the Debtors receive higher and better offers, then an auction will take place on July 5, 2017, with the winning bidder identified on July 5, 2017. Keen will contact all prior bidders and ask them to confirm whether they wish to submit new bids. Ground rules for the bidding include: (a) prospective bidders must mark up the Purchase Agreement; (b) prospective bidders must provide a good faith deposit in the amount of 10% of their purchase price; (c) prospective bidders must agree that their bid is irrevocable and not subject to any further diligence, financing or corporate approvals, and, as to the Successful Bid and the Back-Up Bid (each as defined below) will remain binding and irrevocable for 45 days after the Sale Hearing (as defined below) or the closing of a transaction;

(d) bids will be accepted for individual Real Properties, or for the Real Property as a whole; and
(e) the winning bidder (the “Successful Bid”) and the next highest and best bid (the “Back-Up Bid”) will be determined by the Debtors after consulting with the Creditors’ Committee. If the existing DIP lender or the Creditors’ Committee disagrees with respect to the determination of the higher and better bid, then the Court shall determine the highest and/or best bid. The Debtors will promptly notify the Contract Counterparties of the identity of the winning bidder (or the identities of any potential winning bidders, if the Debtors’ determination of the highest and best bid is disputed by the DIP lender or the Creditors’ Committee).

12. Factors to be considered in determining the highest and best bid shall include the (a) the purchase price, (b) the purchaser’s ability to close the transaction quickly, (c) the contingencies or conditions to closing, (d) ability to provide adequate assurance of future performance for any contracts to be assumed and assigned to the purchaser, and (e) other benefits or cost-savings to the Debtors’ estates.

13. The Purchaser is not an “insider” or an “affiliate” (as those terms are respectively defined in section 101 of the Bankruptcy Code) of any of the Debtors. To the best of my knowledge, there is no common identity of current directors and officers between the Purchaser and any of the Debtors.

14. Therefore, based upon the extensive marketing and negotiations of the Purchase Agreement, as well as my extensive experience in conducting sales of distressed assets, I strongly believe and recommend that the Motion as presented should be approved by the Court.

I swear, under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: June 16, 2017
New York, New York

/s/ Harold J. Bordwin
Harold J. Bordwin

Exhibit D

Section 365 Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>MAXUS ENERGY CORPORATION, <i>et al.</i>,¹</p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 16-11501 (CSS)</p> <p>Jointly Administered</p>
---	--	--

**NOTICE REGARDING EXECUTORY CONTRACTS
AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE THAT the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) on June 17, 2016 (the “Petition Date”).

PLEASE TAKE FURTHER NOTICE that on June 16, 2017, the Debtors filed a motion (the “Motion”) with the Bankruptcy Court, seeking entry of orders, among other things, approving (a) the sale (the “Sale”) of Debtor Tierra Solutions, Inc.’s right, title, and interest in and to certain real property and related leases and contracts to Mariana Properties, Inc. (the “Purchaser”) or an Upset Purchaser (as defined in the Motion), if any, free and clear of all liens, interests, claims, and encumbrances, (b) authorizing the payment of a transaction fee to Keen-Summit Capital Partners LLC, (c) approving procedures (the “Contract Procedures”) for (i) the assumption and assignment of certain executory contracts and unexpired leases of nonresidential real property and (ii) the rejection of other executory contracts and unexpired leases of nonresidential real property and (d) waiving the requirements of Bankruptcy Rule 6004(h). A list of the executory contracts and unexpired leases subject to assumption and assignment or rejection, as applicable, in connection with the Sale (the “Potential Designated Contracts”) is annexed hereto as **Schedule 1**.

PLEASE TAKE FURTHER NOTICE that upon the closing of the Sale (the “Closing”), the Debtors may, at the direction of the Purchaser or the Upset Purchaser, as applicable, (a) assume and assign to the Purchaser or the Upset Bidder, as applicable, any of the Potential Designated Contracts or (b) reject any of the Potential Designated Contracts as of the Closing. In addition, the cure payments, if any, necessary for the assumption and assignment of any Potential Designated Contract (the “Cure Payments”) are set forth on **Schedule 1**.

**YOU ARE RECEIVING THIS NOTICE BECAUSE THE DEBTORS
HAVE IDENTIFIED YOU AS A COUNTERPARTY TO A
POTENTIAL DESIGNATED CONTRACT**

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Maxus Energy Corporation (1531), Tierra Solutions, Inc. (0498), Maxus International Energy Company (7260), Maxus (U.S.) Exploration Company (2439), and Gateway Coal Company (7425). The address of each of the Debtors is 10333 Richmond Avenue, Suite 1050, Houston, Texas 77042.

CONTRACT PROCEDURES

PLEASE TAKE FURTHER NOTICE that pursuant to the Contract Procedures, if you do not consent to (i) the proposed assumption and assignment of the applicable Designated Contract (other than with respect to the Cure Cost on account of any default that occurred prior to the Assumption Schedule Filing Date (as defined in the Motion)), (ii) the ability of each of the Purchaser or the Upset Purchaser to provide adequate assurance of future performance, or (iii) the proposed rejection of the applicable Potential Designated Contract as of the Closing Date, you must file an objection (a “Contract Objection”) in accordance with the Contract Procedures. All Contract Objections must be in writing, state with specificity the basis for the objection, and comply with the Bankruptcy Rules and the Local Rules.

PLEASE TAKE FURTHER NOTICE that, except as provided in these Contract Procedures, Contract Objections must be filed and served on the following parties no later than **4:00 p.m. (prevailing Eastern Time) on June 30, 2017** (the “Objection Deadline”): (i) co-counsel for the Debtors, Morrison & Foerster LLP, 250 West 55 Street, New York, New York 10019, Attn: Jennifer L. Marines and Jordan A. Wishnew, and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801; (ii) counsel to the Purchaser, White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Christopher Shore and Thomas MacWright; and (iii) the Office of the United States Trustee, J. Caleb Boggs Federal Building, Room 2207, 844 North King Street, Wilmington, Delaware 19801, Attn: David L. Buchbinder and Linda J. Casey (collectively, the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE that, solely to the extent that a Contract Objection relates to the ability of any Upset Purchaser to provide adequate assurance of future performance, the Contract Objection must be filed prior to the hearing on the Sale currently scheduled for **10:00 a.m. (prevailing Eastern Time) on July 7, 2017** (the “Sale Hearing”) and served on the Notice Parties as soon thereafter as is reasonably practicable.

PLEASE TAKE FURTHER NOTICE that if you file a Contract Objection in a manner that is consistent with the requirements set forth above, and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid or reserved with respect to such objection will be determined at the Sale Hearing, such later hearing date that the Debtors determine in their discretion, or such other date determined by this Court.

PLEASE TAKE FURTHER NOTICE that if you fail to object timely to the proposed assumption and assignment or rejection by the applicable deadline, you will be deemed to have assented to such assumption and assignment or rejection of your Potential Designated Contract on the terms set forth in this Notice and the Motion.

PLEASE TAKE FURTHER NOTICE that any proof of claim based on the rejection of a Potential Designated Contract must be filed with Prime Clerk LLC and served on the Debtors no later than **thirty (30) days after the date of the Closing Notice** (as defined in the Motion). Proof of Claim forms may be obtained at <https://cases.primeclerk.com/maxus> or <http://www.uscourts.gov/forms/bankruptcy-forms/proof-claim-0>.

IF YOU FAIL TO TIMELY FILE AND SERVE A CONTRACT OBJECTION IN ACCORDANCE WITH THE CONTRACT PROCEDURES, THE CURE AMOUNT (IF ANY) SET FORTH ON SCHEDULE 1 SHALL BE CONTROLLING AND YOU ARE DEEMED TO HAVE CONSENTED TO (A) THE ASSUMPTION AND ASSIGNMENT OF YOUR POTENTIAL DESIGNATED CONTRACT AND THE CURE COSTS, IF ANY, AND YOU SHALL BE FOREVER BARRED FROM ASSERTING ANY CLAIM RELATED TO SUCH POTENTIAL DESIGNATED CONTRACT FOR ANY DEFAULT OCCURRING OR CONTINUING PRIOR TO THE APPLICABLE OBJECTION DEADLINE AGAINST THE DEBTORS, THE PURCHASER, OR THE UPSET PURCHASER, OR THE PROPERTY OF ANY OF THEM, AND (B) THE REJECTION OF YOUR POTENTIAL DESIGNATED CONTRACT AS OF THE CLOSING AND, IF YOU DO NOT TIMELY FILE A PROOF OF CLAIM BASED ON SUCH REJECTION, ANY SUCH CLAIM SHALL BE AUTOMATICALLY DISALLOWED, FOREVER BARRED FROM BEING ASSERTED, AND UNENFORCEABLE AGAINST THE DEBTORS, ANY TRUST PROVIDED FOR IN THE PLAN, OR THEIR RESPECTIVE ASSETS OR PROPERTIES, WITHOUT THE NEED FOR ANY OBJECTION OR FURTHER NOTICE TO, OR ACTION, ORDER, OR APPROVAL OF, THE COURT.

Dated: June 16, 2017
Wilmington, Delaware

M. Blake Cleary (No. 3614)
Joseph M. Barry (No. 4221)
Justin P. Duda (No. 5478)
Travis G. Buchanan (No. 5595)
**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

James M. Peck (admitted *pro hac vice*)
Lorenzo Marinuzzi (admitted *pro hac vice*)
Jennifer L. Marines (admitted *pro hac vice*)
Jordan A. Wishnew (admitted *pro hac vice*)
MORRISON & FOERSTER LLP
250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

Counsel for Debtors and Debtors-in-Possession

Schedule 1**Potential Designated Contracts List**

DOC ID	DEBTOR	COUNTERPARTY	DESCRIPTION	ASSOCIATED PROPERTY	DATE OF CONTRACT OR LEASE	ESTIMATED ONGOING COST (\$)	FREQUENCY
133	Tierra Solutions, Inc.	Action Environmental LLC	Construction Services Agreement	Tuscaloosa	10/15/2013	12,000.0	Monthly
135	Tierra Solutions, Inc.	Alabama Power Company	Easement Contract (Pole line)	Tuscaloosa	5/27/2014	300.0	Monthly
140	Tierra Solutions, Inc.	Barringer Tree Service	Site Maintenance Master Services Agreement	Tuscaloosa	4/15/2004	291.7	Monthly
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196	Tierra Solutions, Inc.	Geraldine Kemp	Environmental Site Management Consulting Agreement	Tuscaloosa	7/24/2006	500.0	Monthly
199	Tierra Solutions, Inc.	Haley & Aldrich Inc.	Services Agreement	Painesville	3/27/2008	12,000.0	Semi-Annual
204	Tierra Solutions, Inc.	Highland Technical Services	Vendor Contract	Tuscaloosa	1/30/2008	112,000.0	Annual
210	Tierra Solutions, Inc.	Industrial Chemical	Vendor Contract	Tuscaloosa	3/12/2010	4,300.0	Quarterly
222	Tierra Solutions, Inc.	Kdefer LLC	Independent Contractor (Site Management)	Painesville	1/1/2012	10,000-12,000	Monthly
228	Maxus Energy Corporation	Lake Erie Diving Inc.	Vendor Contract (O&M)	Painesville	3/16/2010	6,748.0	Annual
306	Tierra Solutions, Inc.	Yardmaster, Inc.	Vendor Contract (Landscaping)	Painesville	5/1/2007	1,100.0	Monthly