

**REAL ESTATE PURCHASE CONTRACT  
IMPROVED PROPERTY**

This Real Estate Purchase Contract (the "**Contract**") is entered into as of the 24<sup>th</sup> day of March 2005 (the "**Execution Date**") by and between PTEX, Inc., formerly known as Pillowtex, Inc., a Delaware Corporation ("**Seller**"), and Staple Cotton Cooperative Association, a Tennessee agricultural marketing cooperative ("**Purchaser**").

**RECITALS:**

A. On July 30, 2003, Seller and certain of its domestic affiliates filed voluntary petitions for relief under Chapter 11 of Title 11, United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). Seller is continuing to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Seller desires to sell and Purchaser desires to purchase from Seller certain property on the terms and subject to the conditions set forth herein.

C. The Sale contemplated by this Contract is subject to higher and better offers at auction in accordance with the Order (A) Approving Global Bidding Procedures and (B) Authorizing Debtors to Grant Pre-Approved Bid Protections to Prospective Purchasers dated August 20, 2003 (the "**Sales Procedures Order**").

In consideration of the representations and covenants set forth herein, Purchaser and Seller hereby agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, in accordance with the terms, conditions and stipulations set forth in this Contract,

A. (i) that certain parcel of real property located at 2650 US Hwy 61 S, Tunica, MS 38670, as more particularly described in Exhibit A, and any and all improvements thereon and appurtenances thereto, known as Tunica Pillowtex Facility, (ii) all mineral, oil and gas rights, water rights, sewer rights and other utility rights allocated to said property, (iii) all leases of any portion of said property, (iv) all appurtenances, easements, licenses, privileges and other property interests belonging or appurtenant to said property, and (v) all right, title and interest of Seller in and to any roads, streets and ways, public and private, serving said property (including, without limitation, all rights to develop the land granted by governmental entities having jurisdiction over said land) (collectively, the "**Real Property**"); together with

B. the furniture, furnishings, fixtures, equipment, inventory and other tangible personal property owned by Seller, located at the Real Property, and more specifically identified in Exhibit B (collectively, the "**Personal Property**"). Purchaser acknowledges that GGST, LLC ("**GGST**") may have rights to all of the equipment and furnishings in the Real Property and that Purchaser may receive no Personal Property as a result of this transaction.

The Real Property and Personal Property are collectively called the "Property." The total purchase price (the "Purchase Price") to be paid to Seller by Purchaser for the Property is two million one hundred ninety four thousand five hundred dollars (\$2,194,500.00).

2. **Payment of Purchase.** Upon execution of this Contract, Purchaser shall deposit with Chicago Title Insurance Co., Pittsburgh National Business Unit, 330 Grant Street, Suite 320, Pittsburgh, PA 15219 Attn: Bill Weinheimer (Escrow Agent) an amount equal to ten percent (10.05%) of the Purchase Price (that is, \$220,245.75) in immediately available funds. Such deposit shall be held by the Escrow Agent in accordance with the terms of the Escrow Agreement attached hereto as Exhibit C. Said sum, together with any interest earned thereon or any additions made thereto shall be referred to herein as the "Deposit." At the time of closing of this transaction (the "Closing"), the Deposit shall be applied toward the Purchase Price. The Purchase Price, subject to prorations and adjustments, if any, shall be payable to Seller through the Escrow Agent at the Closing. The Escrow Agent shall invest the Deposit, together with any and all interest that accrues thereon, in an insured interest bearing account of a type and at an institution approved by Seller.

3. **Title and Survey.** Upon execution of this Contract, Seller shall deliver to Purchaser a title insurance commitment (the "Title Binder") from the Escrow Agent and any survey of the Real Property that Seller has in its possession. Purchaser has approved the state of title to the Real Property and all matters disclosed in the Title Binder and Survey. At Closing, Purchaser shall obtain a title insurance policy (the "Title Policy") from Escrow Agent and shall pay all premiums and costs and expenses in connection therewith.

4. **Condition of Property.**

A. Buyer hereby acknowledges that GGST shall have access to the Property pursuant to the Access Agreement attached hereto as Exhibit D.

B. The Property is being sold in "AS IS" condition without any representations and warranties of Seller whatsoever other than as specified in Section 11. At the Closing, Seller shall deliver the Property to Purchaser in materially the same condition as existed on the date of execution of this Contract, ordinary wear and tear excepted, subject to GGST's rights to the Personal Property pursuant to Section 1(B) hereof and GGST's rights under the Access Agreement.

C. Purchaser hereby releases Seller from and waives all claims against Seller and its estate for damages, losses, expenses or injuries arising out of the condition of the Property, including, but not limited to claims or demands for damages, losses, expenses or injuries arising out of preexisting environmental conditions.

5. **Defects in Title.** Seller shall convey title to the Property by special warranty deed. Title shall be subject to all matters of record that are disclosed in Purchaser's Title Binder. From and after the Execution Date, Seller shall not further encumber or restrict the title to the Property, permit any liens, mortgages, deeds of trust, easements or other encumbrances to be placed against the Property or any part thereof without Purchaser's consent.

6. **Closing.** Notwithstanding any contrary provision contained herein, Seller's obligations and undertakings hereunder are subject in all respects to the entry of the Sale Order. If (a) Purchaser is the successful bidder at an auction for the Property to be conducted in accordance with the Sales Procedure Order and a motion filed by the Seller pursuant thereto seeking approval of the sale of the Property to Purchaser pursuant to this Contract, then the Closing shall occur by mail or at the offices of Seller's attorney within twenty (20) business days after the entry by the Bankruptcy Court of an order authorizing the consummation of the sale of the Property pursuant to a motion filed by the Seller in accordance with the Sales Procedures Order (the "Sale Order").

7. **Prorations and Adjustments at Closing.** Ad valorem and similar taxes assessed against the Property shall be prorated between Seller and Purchaser at the time of Closing on the basis of a 365-day year. Prorations shall be based upon current year's taxes and assessments, if available, or upon figures for the last preceding year, in which event Purchaser and Seller shall readjust the prorations when the current year's taxes and assessments become available. Any then due but unpaid special assessments, special improvement district or taxing district levies, shall be prorated in the same manner as ad valorem taxes. The foregoing obligations shall survive the Closing.

8. **Transaction Costs.** Seller shall be responsible for the cost of preparing the deed. Purchaser shall pay directly for the cost of the Title Binder and a new survey, to the extent necessary, pay the cost of conducting its due diligence studies, the Title Policy, the transfer taxes, sales taxes, recording fees, and the escrow charges imposed by the Escrow Agent, if any. Each party shall pay its own attorneys', brokers' and consultants' fees.

9. **Special Warranty Deed and Other Documents Required for Closing.**

A. At the Closing, Seller shall deliver the following:

(i) A special warranty deed, in form reasonably acceptable to the Purchaser and the Escrow Agent and sufficient for recording, conveying fee simple title to the Property, free and clear of all liens.

(ii) A duly executed bill of sale as of July 30, 2005 conveying the Personal Property not removed by GGST without warranty of title or use and without warranty, expressed or implied, as to merchantability and fitness for any particular purpose.

(iii) Such documents evidencing the legal status, good standing and authority of Seller that may be required by the Escrow Agent for issuance of the Title Policy.

(iv) An affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and 1984 Tax Reform Act.

B. At the Closing, Purchaser shall deliver the following:

(i) The Purchase Price, less any portion of the Deposit that is applied, in cash or immediately available funds.

(ii) Such documents evidencing the legal status, good standing and authority of Purchaser or such other documents that may be required by the Escrow Agent for issuance of the Title Policy.

10. **Possession.** Possession of the Property, free and clear of all tenants or other parties in possession, with the possible exception of GGST, shall be delivered to Purchaser on the day of Closing.

11. **Representations and Warranties.**

A. Subject to the entry of the Sale Order, Seller represents and warrants the following to Purchaser as of the Closing:

(i) Pursuant to the Sales Procedures Order and the Sale Order (if any), and the limitations expressed therein, Seller has the full right, power and authority to sell and convey the Property to Purchaser as provided in this Contract and to carry out Seller's obligations hereunder. All requisite corporate or other actions necessary to authorize Seller to enter into this Contract and to perform its obligations thereunder have been taken. The execution, delivery and performance by Seller of this Contract will not conflict with or cause a default under any other agreement.

(ii) Seller is duly organized, validly existing and in good standing in the State of Delaware.

(iii) The person executing this Contract on behalf of Seller is duly empowered to do so and thus to bind Seller to perform in compliance with the Contract.

Notwithstanding the foregoing or any other provision of this Contract, in the event that Purchaser has actual knowledge of such facts or disclosure of circumstances that are at variance with any of Seller's representations or warranties, and if Purchaser thereafter consummates Closing, Purchaser shall be deemed to have accepted such variant facts and circumstances and Seller's representations and warranties shall be deemed excised or modified to comport with such variant facts and circumstances.

B. Purchaser represents and warrants to Seller, as a material condition to Seller's obligations pursuant to the Contract, the following as of the Execution Date and as of the date of Closing:

(i) Purchaser has the full right, power and authority to purchase the Property as provided in this Contract and to carry out Purchaser's obligations hereunder. All requisite corporate or other actions necessary to authorize Purchaser to enter into this Contract and to perform its obligations thereunder have been taken. The execution, delivery and performance by Purchaser of this Contract will not conflict with or cause a default under any other agreement.

(ii) Purchaser is duly organized, validly existing and in good standing in the State of Tennessee and is qualified to do business in the State of Mississippi.

(iii) The person executing this Contract on behalf of Purchaser is duly empowered to do so and thus to bind Purchaser to perform in compliance with this Contract.

**12. Default.** If Seller is in default hereunder for failure to comply with any one or more of the material terms or conditions of this Contract and such failure continues for more than ten (10) business days after receipt of written notice, Purchaser at its sole option may: (i) terminate this Contract by written notice delivered to Seller on or before the Closing, in which event Purchaser shall be entitled to full return of the Deposit, or (ii) waive such defaults and proceed to Closing. Purchaser hereby knowingly waives any and all right to institute any action, claim or suit for damages against Seller with respect to any default by Seller hereunder. If Purchaser defaults under this Contract, and such default is not cured within ten (10) days after written notice thereof from Seller, then Seller shall, as its sole and exclusive remedy, terminate this Contract and receive from Escrow Agent the Deposit as full liquidated damages. Seller and Purchaser agree that upon a default by Purchaser the damages that would be sustained by Seller will be uncertain and not readily ascertainable, but agree that the amount of the Deposit is a reasonable estimate of such damage.

**13. NO REPRESENTATIONS.** PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET OUT IN THE DEED, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THAT PURCHASER OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES; OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY, (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW), OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF PURCHASER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY, OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT, OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN

INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS, OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" AND "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. PURCHASER HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF PURCHASER'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, AND MANAGEMENT OF THE PROPERTY. THE PROVISIONS OF THIS SECTION 13 SHALL SURVIVE CLOSING OR ANY TERMINATION HEREOF.

**14. Risk of Loss.**

A. If, prior to the Closing, action is initiated to take any of the Real Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either at or prior to Closing (a) terminate this Contract, or (b) consummate the Closing, in which latter event all of Seller's assignable right, title and interest in and to the award of the condemning authority shall be assigned to Purchaser at the Closing and there shall be no reduction in the Purchase Price.

B. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage in excess of \$5,000.00 prior to the Closing from fire or other casualty, which Seller, at its sole option, does not elect to repair, Purchaser may either at or prior to Closing (a) terminate this Contract, or (b) consummate the Closing, in which latter event all of Seller's right, title, and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expense and costs incurred by Seller to repair or restore the Property and any portion paid or to be paid on account of the loss of rents or other income from the Property for the period prior to and including the Closing Date, all of which shall be payable to Seller), to the extent the amount of such insurance does not exceed the Purchase Price, shall be assigned to Purchaser at the Closing. If the Property, or any part thereof, suffers any damage less than \$5,000.00 prior to the Closing, Purchaser agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering

such damage plus an amount equal to Seller's deductible under its insurance policy and there shall be no reduction in the Purchase Price.

15. **Assignment.** Purchaser shall not have the right to assign its interest in this Contract without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole and unfettered discretion, and any such assignment without such consent shall be null and void and of no force and effect. Notwithstanding any assignment of this Contract, Purchaser shall at all times stay responsible and not be relieved of liabilities hereunder.

16. **Reporting of Foreign Investment.** Purchaser agrees to comply with any and all reporting requirements applicable to the transaction which is the subject of this Contract which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, including but not limited to The International Investment Survey Act of 1976, The Agricultural Foreign Investment Disclosure Act of 1978, The Foreign Investment in Real Property Tax Act of 1980 and the Tax Reform Act of 1984 and further agrees upon request of Seller to furnish Seller with evidence of such compliance.

17. **No Offer.** The submission of this Contract to Purchaser for review does not constitute an offer or option to sell the Property.

18. **Notices.** All notices and other communications hereunder shall be in writing and shall be delivered personally against receipt or shall be sent by certified United States Mail service, postage prepaid and return receipt requested, or by nationally utilized overnight delivery service, addressed to the parties as follows:

As to Seller: Pillowtex Corporation  
1701 N. Greenville Avenue, Suite 700  
Richardson, TX 75081  
Attn: John F. Sterling  
(214) 333-3128  
(972) 231-4494 (fax)

With a copy to: Debevoise & Plimpton LLP  
919 Third Avenue  
New York, NY 10022  
Attn: Richard F. Hahn  
(212) 909-6235  
(212) 521-7236 (fax)

And a copy to: Hilco Real Estate  
One Northbrook Place  
5 Revere Drive, Suite 320  
Northbrook, IL 60062  
Attn: Al Lieberman, Principal  
Telephone (847) 504-2453  
Fax (847) 714-1289

As to Purchaser: Staploctn  
214 West Market Street  
Greenwood, MS 38930  
Telephone: (662) 435-6231  
Fax: (662) 435-6274

Any notice in accordance herewith shall be deemed received when personal or courier delivery is received or refused, or when deposited with the United States Postal Service, as the case may be. Additionally, notices may be given by telephone facsimile transmission, provided that an original copy of said transmission shall be delivered to the addressee by nationally utilized overnight delivery services on the day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission.

19. **Survival.** The representations and warranties set forth herein shall be continuing, shall survive the Closing, and shall remain in full force and effect thereafter for a period of six (6) months.

20. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of Seller and Purchaser, their respective successors and permitted assigns.

21. **Governing Law.** The laws of the state in which the Property is located shall govern the validity, construction, enforcement and interpretation of this Contract; provided, however, that the Court shall retain jurisdiction over any and all disputes arising under or otherwise relating to the construction and enforcement of the Sales Procedures Order, the Sale Order (if any) and the transactions consummated thereunder.

22. **Brokers.** Seller and Purchaser represent and warrant that Hilco Real Estate, LLC and NAI Saig Company (the Seller's Broker") are the only real estate brokers that have been involved in this transaction. Seller shall be solely responsible to pay any and all fees due to Seller's Broker under the terms of a separate agreement. If any broker should make a claim for a commission based upon the actions of Seller, Seller shall indemnify, defend and hold Seller harmless from such claim. If any other broker should make a claim for a commission based upon the actions of Purchaser, Purchaser shall indemnify, defend and hold Seller harmless from such claim.

23. **Multiple Counterparts.** This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one agreement, but in making proof of this Contract, it shall not be necessary to produce or account

for more than one such counterpart. Neither this Contract nor any memorandum thereof shall be recorded.

24. **Time of the Essence.** The parties hereto expressly agree that time is of the essence with respect to this Contract.

25. **Entire Contract.** This Contract embodies the entire agreement of the parties with respect to the transaction herein contemplated, superseding all prior agreements and communications whether oral or written. Any amendments hereto shall be in writing and executed by the party against whom enforcement of the modification is sought.

26. **Non-Business Days.** If the date of Closing or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the State in which the Property is located, then the date for Closing or such notice or performance shall be postponed until the next business day.

27. **Confidentiality.** Purchaser shall treat all materials and information provided by Seller as confidential information, and shall distribute same only to Purchaser's partners, employees, agents and representatives who have a need to know and to third party consultants and professionals retained by Purchaser. Purchaser shall instruct all of its employees, agents, representatives, and third party consultants and professionals as to the confidentiality of all such information as well as the existence or terms of this Contract. The existence or terms of this Contract shall not be disclosed by either Seller or Purchaser to any unrelated third-party, except for and only to the extent reasonably necessary for those parties required by either Seller or Purchaser to facilitate the transaction contemplated herein.

28. **Marketing.**


A. Seller shall have the right to continue to market the Property and other offers may be negotiated and/or accepted by Seller until the Closing has been consummated under this Contract.

B. In the event that the Seller holds an auction for the Property pursuant to the Sales Procedures Order, the Seller hereby agrees that such auction shall be conducted using the following procedures: (i) the Initial Overbid Increment (as such term is defined in the Sales Procedures Order) shall be \$104,500 and (ii) all subsequent incremental bids over the Initial Overbid Increment shall be \$50,000.

*Signatures on Next Page*

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Contract as of the Execution Date.

**"SELLER"**

By:   
 Name: John F. Sterling  
 Title: Vice President  
 Date: 3-31-05

**"PURCHASER"**

Staple Cotton Cooperative Association

By:  
 Name: Woods Eastland  
 Title: President and CEO  
 Date: March 24, 2005

**EXHIBITS**

- EXHIBIT A - Description of the Real Property
- EXHIBIT B - Description of the Personal Property
- EXHIBIT C - Escrow Agreement
- EXHIBIT D - Access Agreement

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Contract as of the Execution Date.

**"SELLER"**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**"PURCHASER"**

Staple Cotton Cooperative Association

By: *Woods Eastland*  
Name: Woods Eastland  
Title: President and CEO  
Date: March 24, 2005

**EXHIBITS**

- EXHIBIT A - Description of the Real Property
- EXHIBIT B - Description of the Personal Property
- EXHIBIT C - Escrow Agreement
- EXHIBIT D - Access Agreement

EXHIBIT A



EXHIBIT B

All Personal Property remaining on the Property after GGST has vacated the Property.

EXHIBIT C

## ESCROW AGREEMENT

Dated: March 23, 2005

File No.:

Brief Description of Property: Pillowtex -- Tunica Mississippi

between

Pillowtex Corporation aka PTEX ("Seller")

Staple Cotton Cooperative Association ("Buyer")

and Chicago Title Insurance Company ("Escrow Agent").

1. Amount of Escrow Deposit: \$220,245.75.  
 Escrow Agent hereby acknowledges receipt of the Escrow Deposit.
2. The Escrow Deposit is to be deposited into:  
 A non-interest bearing account  
 An interest bearing account (Please note that an additional service fee is charged for opening an interest bearing account. See Paragraph 2 of the General Conditions listed below.)
3. If an interest bearing account is to be opened, the Escrow Deposit shall be invested in:  
 A money market fund  
 Certificate of Deposit
- 3.1 If an interest bearing account is to be opened, the account will be opened at PNC Bank. (Note: IF a place of deposit is not identified, Escrow Agent will designate the depository institution.)

3.2 If an interest bearing account is opened, the interest earned should be reported by the depository institution to the Internal Revenue Service as follows:

Taxpayer name: Staple Cotton Cooperative Association

Taxpayer address: P. O. Box 547  
Greenwood, MS 38935

Taxpayer I.D. No.: 64-0247150

For an individual, birth date is required: N/A

4. Distribution of the Escrow Fund (the "Escrow Fund" is comprised of the Escrow Deposit and interest, if any, accrued thereon): Seller and Buyer agree that Escrow Agent shall distribute the Escrow Fund as follows:

Pursuant to the terms of the March 23, 2005 Sales Agreement  
between Pillowtex Corporation aka PTEX and Staple Cotton  
Cooperative Association.

General Conditions:

1. Interest: Seller and Buyer agree that any interest earned shall become part of the Escrow Fund and shall be subject to the terms and conditions of this Escrow Agreement.
2. Service Fee: Buyer agrees to pay a service fee of \$100.00 to Escrow Agent at the time this Escrow Agreement is executed. In the event that an interest bearing account is to be opened, an additional service fee of \$100.00 shall be paid by Buyer to Escrow Agent at the time this agreement is executed.
3. Maintenance Fee: If the Escrow Fund is not fully distributed within 12 months, Escrow Agent shall charge an annual maintenance fee of \$100.00. The annual maintenance fee will be deducted by Escrow Agent from the Escrow Fund.
4. Commingling: If the Escrow Deposit is to be placed in a non interest bearing account, Escrow Agent may commingle the Escrow Deposit with escrow funds of others, and may deposit such funds

without limitation in its custodial or escrow accounts with any reputable bank, savings association or other financial services entity.

**Escheat:** The Escrow Fund shall be subject to the provisions of applicable state law pertaining to unclaimed property.

**Loss of Funds:** In the event that the Escrow Deposit has been invested in an interest bearing account, Escrow Agent will not be liable for any loss or impairment of the Escrow Fund if the loss or impairment results from the failure, insolvency or suspension of the depository institution.

**Liability of Escrow Agent:** Escrow Agent shall not be liable for, and Seller and Buyer expressly release Escrow Agent from liability arising out of, any act, omission or other matter or thing arising hereunder, except for Escrow Agent's willful misconduct or gross negligence. Seller and Buyer, jointly and severally, agree to indemnify and hold Escrow Agent harmless from and against any and all costs, claims or damages, howsoever occasioned, that may be incurred by or asserted against it arising out of or in connection with the Escrow Agreement or Escrow Agent's action or failure to act hereunder, including without limitation, costs and expenses (including attorneys' fees) of depositing the Escrow Fund in court or defending itself hereunder, except for Escrow Agent's willful misconduct or gross negligence.

**Duties of Escrow Agent:** Escrow Agent undertakes to perform only such duties as are expressly set forth herein, being purely ministerial in nature. Escrow Agent shall have no responsibility for determining the due authorization, execution and delivery of any notice or other document delivered to Escrow Agent pursuant to this Agreement or the genuineness of the signatures thereon. Escrow Agent may rely and shall be protected in acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed by the proper parties. Escrow Agent may rely on instructions in writing sent to Escrow Agent by facsimile transmission.

**Notices:** All notices, instructions and other communications hereunder shall be deemed to be sufficiently given if in writing and sent to:

**Seller:** Pillowtex Corporation  
1701 N. Greenville Avenue, Suite 700  
Richardson, TX 75081

Attn: John F. Sterling

Buyer: Staple Cotton Cooperative Association

P. O. Box 547

214 West Market Street

Greenwood, MS 38935

Escrow Agent: Chicago Title Insurance Company

Attn: Bill Weinheimer

920 Grant Building

Pittsburgh PA 15219

NEU No.

10. Governing Law: This Escrow Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

In witness whereof, the parties have executed this Escrow Agreement as of the date first written above.

Seller  
Pillowtex Corporation aka PTEX

by   
John F. Sterling

Buyer  
Staple Cotton Cooperative Association

By:   
Woods Eastland, President & CEO

Escrow Agent

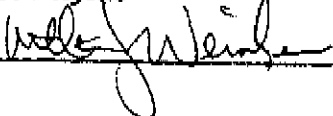
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EXHIBIT D

## ACCESS AGREEMENT

ACCESS AGREEMENT, dated as of March 31, 2005 (the "Agreement"), by and among PTEX, Inc., a Delaware corporation ("Seller"), Staple Cotton Cooperative Association, a Tennessee agricultural marketing cooperative ("Buyer") and GGST LLC, a Delaware limited liability company ("GGST").

WHEREAS, Seller and GGST are party to that certain Amended and Restated Asset Purchase Agreement, dated as of October 2, 2003 (as amended from time to time and as supplemented by that certain letter agreement between Seller, GGST and Crescent Financial, LLC, dated as of October 30, 2003 and that certain letter agreement between Seller and GGST, dated as of March 18, 2004 (the "March 18 Letter"), the "APA"), pursuant to which GGST purchased from Seller certain equipment, fixtures, designation rights and other personal property (collectively, the "Equipment");

WHEREAS, pursuant to the Real Estate Purchase Contract, dated as of March 24, 2005 (the "Real Estate Agreement"), between Seller and Buyer, Buyer, subject to certain conditions, will purchase from Seller, among other property, the real property located at 2650 US Highway 61 South, Tunica, Mississippi and known as Tunica Pillowtex Facility (together with all improvements thereon, the "Property");

WHEREAS, pursuant to the APA GGST has certain rights of access to the Property (all such rights under the APA, the "Access Rights") that are conditioned upon the payment by GGST to Seller of certain fees;

WHEREAS, pursuant to the APA, Seller has certain obligations to maintain the Property, including, but not limited to, the obligation to procure and maintain certain insurance policies and to pay certain other Carrying Costs arising in connection with the Property (the "Maintenance Obligations"); and

WHEREAS, Buyer is willing, upon the closing of the transactions contemplated in the Real Estate Agreement (the date of such closing, the "Effective Date"), to permit GGST to use the Property to the extent of the Access Rights and in accordance with this Agreement, and GGST is willing to pay certain fees to Buyer in respect of the Access Rights.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the parties hereto agree as follows:

### **1 Definitions**

Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the APA.

### **2 Access Rights**

(a) Buyer hereby grants to GGST, for the duration of the Access Period, each and all of the Access Rights with respect to the Property that GGST possesses under the

APA. Without limitation of the foregoing, during the Access Period, each of GGST and any prospective designee of GGST shall, subject to the terms of this Agreement, be afforded free, unfettered and unlimited access to the Property for the purposes of effectuating the disposal of the Equipment located thereon.

(b) Subject to subparagraph (c) below, GGST shall retain the rights provided for in this section 2 until the date that is the earlier to occur of the following (such date, the "Access Termination Date"): (i) July 29, 2005 and (ii) forty-five days after the delivery by GGST to Buyer and Seller of a notice that GGST no longer desires to have such rights.

(c) For purposes of this Agreement, the term "Access Period" means the period from the Effective Date until the Access Termination Date.

(d) The parties agree that during the Access Period GGST's occupation and use of the Property shall be non-exclusive; provided, that GGST's use of those portions of the Property in which Equipment is located shall be exclusive; provided further, that Buyer shall have access to such portions for inspection, assessment, upkeep, planning and like activities, so long as the same shall not unreasonably interfere with use by GGST.

### **3 Access Fees**

(a) As consideration for the use of the Property to store and dispose of the Equipment, GGST shall pay to Buyer a fee (the "Access Fee") in an amount equal to \$8,000 per month (pro-rated as necessary to account for partial months). GGST's obligation to pay the Access Fee shall commence on the Effective Date and shall cease to accrue upon the Access Termination Date. The Access Fee shall be earned as accrued daily and shall be payable monthly in arrears after each calendar month. Buyer will provide to GGST (at the address immediately below) a monthly invoice in respect of the Access Fee, but the failure to so provide shall not prejudice the right of Buyer to the Access Fee:

GGST LLC  
c/o Gibbs International, Inc.  
9855 Warren H. Abernathy Highway  
Spartanburg, South Carolina 29301

(b) Conditional upon payment of the Access Fee, and subject to section 4(f) below, GGST shall have no liability, directly or indirectly, for any Carrying Costs or other expenses associated with the Property following the Effective Date, nor for any other costs of Buyer, including, without limitation, debt service or payment of any indebtedness secured by the Property, payment in respect of any environmental liability or any costs associated with the Caretaker (as defined below).

### **4 Certain Covenants**

(a) During the Access Period, Buyer shall (i) timely pay (A) all Carrying Costs and (B) all other expenses arising in connection with the Property, including the expenses associated with a Caretaker, in each case to the extent required to enable GGST to safely and ef-

fectively show and remove the Equipment, consistent with GGST's practices under the APA prior to the Effective Date and (ii) otherwise maintain the Property, including by adequate provision of all relevant utilities, in a manner sufficient to permit GGST to safely and effectively show and remove the Equipment, consistent with GGST's practices under the APA prior to the Effective Date.

(b) Notwithstanding the foregoing, GGST acknowledges and agrees that (i) from and after the Effective Date, Buyer shall, subject to the terms and provisions of this Agreement, at all times retain all decision-making authority with respect to the maintenance, preservation and protection of the Property, (ii) GGST has no authority with respect to management of operations at the Property.

(c) The Buyer and Seller acknowledge and agree that (i) a caretaker charged with the general supervision of the Property (a "Caretaker") shall be employed at Buyer's expense at all times during the Access Period for not less than forty (40) hours per week, subject to reduction for legal holidays in the State of Mississippi, (ii) the caretaker of the Property as of the date of execution of the Agreement (the "Existing Caretaker") shall serve as the initial Caretaker and shall continue to serve as Caretaker for the duration of the Access Period, or until the Existing Caretaker shall resign from such position or be terminated for cause with the consent of GGST, not to be unreasonably withheld, (iii) any replacement Caretaker shall be reasonably acceptable to both Buyer and GGST and (iv) the Caretaker shall manage the Property in a manner that enables GGST to safely and effectively show and remove the Equipment, consistent with the practices of GGST and the Existing Caretaker under the APA prior to the date hereof.

(d) Buyer agrees that it shall not assign or resell the Property to any Person unless such assignee or purchaser shall agree to be bound to the terms of this Agreement.

(e) GGST covenants and agrees to comply with the "Equipment Removal Conditions" specified in Schedule D to the March 18 Letter. Notwithstanding the foregoing, the parties understand and agree that, as part of the Access Rights, GGST has the right to abandon at the Property all or a portion of the Equipment located at the Property, without liability of any kind for the clean-up, dismantling or removal thereof.

(f) GGST shall not enter upon the Property at any time without the presence of the Caretaker.

## **5 Representations and Warranties**

(a) GGST represents and warrants as follows:

(i) Due Incorporation and Authority. GGST is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. GGST has all requisite power and authority to enter into this Agreement, carry out its obligations hereunder and consummate the transactions contemplated hereby. The execution and delivery by GGST of this Agreement, the performance by GGST of its obligations hereunder and the consummation by GGST of the transactions contemplated hereby have been duly authorized

by all requisite limited liability company actions on the part of GGST, and no other proceedings on the part of GGST are necessary to authorize the execution and delivery of this Agreement or to consummate the other transactions contemplated hereby. This Agreement has been duly executed and delivered by GGST, and, assuming the due authorization, execution and delivery hereof by Seller and Buyer, this Agreement will constitute the legal, valid and binding obligation of GGST, enforceable against GGST in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(ii) No Violation. Subject to approval of the Real Estate Agreement by the Bankruptcy Court, the execution and delivery by GGST of this Agreement, the consummation of the transactions contemplated hereby and the performance by GGST of this Agreement in accordance with its terms will not:

(A) violate the certificate of formation or limited liability company agreement of GGST;

(B) require GGST to obtain any material consents, approvals, authorizations or actions of, or make any filings with or give any notices to, any Governmental Bodies or any other Person,

(C) violate or result in the breach of any of the terms and conditions of, cause the termination of or give any other contracting party the right to terminate, or constitute (or with notice or lapse of time, or both, constitute) a material default under, any Material Contract to which GGST is a party or by or to which each of GGST or any of its properties is or may be bound or subject; or

(D) violate any Requirement of Law to which GGST is subject;

provided, however, that each of the cases set forth in clauses (B) through (D) above is subject to exceptions that would not reasonably be expected to have, either individually or in the aggregate, a material adverse effect on GGST.

(b) Buyer represents and warrants as follows:

(i) Due Incorporation and Authority. Buyer is a agricultural marketing cooperative duly organized, validly existing and in good standing under the laws of the State of Tennessee. Buyer has all requisite power and authority to enter into this Agreement, carry out its obligations hereunder and consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite limited liability company actions on the part of Buyer, and no other proceedings on the part of Buyer are necessary to authorize the execution and delivery of this Agreement or to consummate the other transactions contemplated hereby. This Agreement has been duly executed and delivered by Buyer, and, assuming the due authorization, execution and delivery hereof by

Seller and GGST, this Agreement will constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except to the extent enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(ii) No Violation. Subject to approval of the Real Estate Agreement by the Bankruptcy Court, the execution and delivery by Buyer of this Agreement, the consummation of the transactions contemplated hereby and the performance by Buyer of this Agreement in accordance with its terms will not:

(A) violate the articles of incorporation, by-laws or other applicable organizational and governance documents of Buyer;

(B) require Buyer to obtain any material consents, approvals, authorizations or actions of, or make any filings with or give any notices to, any Governmental Bodies or any other Person,

(C) violate or result in the breach of any of the terms and conditions of, cause the termination of or give any other contracting party the right to terminate, or constitute (or with notice or lapse of time, or both, constitute) a material default under, any Material Contract to which Buyer is a party or by or to which each of Buyer or any of its properties is or may be bound or subject; or

(D) violate any Requirement of Law to which Buyer is subject;

provided, however, that each of the cases set forth in clauses (B) through (D) above is subject to exceptions that would not reasonably be expected to have, either individually or in the aggregate, a material adverse effect on Buyer.

## 6 Seller's Indemnity

(a) As used in this section 6, the following terms have the following meanings:

"Claim" means, with respect to an Indemnified Person, any claim, demand, action, suit or proceeding against or involving an Indemnified Person with respect to which the Indemnified Person may be entitled to be defended and indemnified by Buyer under this Agreement.

"Indemnified Persons" means Seller and Seller's stockholders, members, affiliates, successors and assigns, and their respective stockholders, partners, affiliates, directors, trustees, officers, employees, agents and Representatives.

"Losses" means all losses, costs, liabilities, damages or deficiencies including interest, penalties, court costs, costs of preparation and investigation and reasonable attorney's, accountants and other professional advisors' fees and expenses.

(b) From and after the Effective Date, Buyer will, to the fullest extent permitted by law, indemnify, defend and hold harmless the Indemnified Persons, and each of them, from and against any and all Losses arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, that relate to the Access Rights of GGST provided for hereunder, or is threatened to be involved, as a party or otherwise. Buyer also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to Buyer for or in connection with the Access Rights, the transactions contemplated hereby or any Indemnified Person's actions or inactions in connection with the Access Rights or such transactions.

(c) Whenever an Indemnified Person shall have actual knowledge of the reasonable likelihood of the assertion of a Claim, the Indemnified Person shall notify Buyer in writing of the Claim (the "Notice of Claim") with reasonable promptness after the Indemnified Person has such knowledge relating to such Claim. The Notice of Claim shall specify all material facts known to the Indemnified Person that may give rise to such Claim and the monetary amount or an estimate of the monetary amount involved if the Indemnified Person has knowledge of such amount or a reasonable basis for making such an estimate. The failure of an Indemnified Person to give such Notice of Claim shall not relieve Buyer of its indemnification obligations under this Agreement except to the extent that Buyer is materially prejudiced as a result of the failure to give such Notice of Claim. Buyer shall, at its expense, undertake the defense of such Claim with attorneys of its own choosing reasonably satisfactory to the Indemnified Person. The Indemnified Person may participate in such defense with counsel of its choosing at its expense or, in the event such counsel reasonably determines that there are defenses available to the Indemnified Person which may not be available to Buyer, at the expense of Buyer. In the event that Buyer does not undertake the defense of the Claim within a reasonable time after the Indemnified Person has given the Notice of Claim, or in the event that the Indemnified Person shall in good faith determine that the defense of any claim by Buyer is inadequate or may conflict with the interests of the Indemnified Person, the Indemnified Person may, at the expense of Buyer and after giving notice to Buyer of such action, undertake the defense of the Claim. In the defense of any Claim, Buyer shall not, except with the consent of the Indemnified Person, consent to entry of any judgment or enter into any settlement that includes any injunctive or other non-monetary relief against the Indemnified Person, or that does not include as an unconditional term thereof the giving by the person or persons asserting such Claim to such Indemnified Person of a release from all liability with respect to such Claim. In each case, the Indemnified Person will cooperate with Buyer, so long as Buyer is conducting the defense of the Claim, in the preparation for and the prosecution of the defense of such Claim, including making available evidence within the control of the Indemnified Person, in each case as reasonably needed for such defense and at cost, which cost, to the extent reasonably incurred, shall be paid by Buyer.

(d) Buyer hereby agrees to advance costs and expenses, including attorney's fees, incurred by the Indemnified Person in defending any Claim in advance of the final disposition of such Claim upon receipt of an undertaking by or on behalf of the Indemnified Per-

son to repay amounts so advanced if it shall ultimately be determined that the Indemnified Person is not entitled to be indemnified by the Buyer as authorized by this Agreement.

(e) The Indemnified Person shall notify Buyer in writing of the amount of any Claim actually paid by the Indemnified Person.

## 7 Miscellaneous

(a) GGST and Seller acknowledge and agree that the APA shall remain in full force and effect and is not modified or waived by this Agreement; provided that (i) without waiver of Seller's obligation to provide Access Rights to the Property to GGST, GGST and Seller acknowledge that the Access Fees paid to Buyer by GGST in accordance with this Agreement shall be in full satisfaction of any and all obligations that GGST may have to Seller for access fees in respect of the Property under the APA from and after the Effective Date; (ii) GGST shall remain responsible to Seller for any and all Carrying Costs accruing prior to the Effective Date, subject to the terms of the APA; and (iii) from and after the Effective Date, all of the Maintenance Obligations of Seller and its affiliates with respect to the Property shall be deemed forever waived and discharged, and Seller and its affiliates shall have no further Maintenance Obligations with respect to the Property.

(b) GGST, Buyer and Seller irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating hereto except in the Bankruptcy Court to the extent that the Bankruptcy Court has jurisdiction over such litigation).

**(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY.**

(d) Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) on the day of delivery if delivered in person, or if delivered by facsimile upon confirmation of receipt, (b) on the first (1st) Business Day following the date of dispatch if delivered by a nationally recognized express courier service or (c) on the tenth (10th) Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated by notice given in accordance with this section 7(d) by the party to receive such notice:

if to GGST, other than as provided in Section 3(a) above, to:

GGST LLC  
c/o SB Capital Group, LLC  
1010 Northern Boulevard  
Great Neck, New York 11021

Attention: Scott Bernstein, Esq.  
Facsimile: (516) 829-2404  
Telephone: (516) 829-2400

with a copy to:

Wachtell, Lipton, Rosen & Katz  
51 West 52nd Street  
New York, New York 10019  
Attention: Scott Charles, Esq.  
Facsimile: (212) 403-2202  
Telephone: (212) 403-1202

if to Seller, to:

Pillowtex Corporation  
1701 N. Greenville Avenue, Suite 700  
Richardson, Texas 75081  
Attention: John F. Sterling, Esq.  
Facsimile: (972) 231-4494  
Telephone: (214) 333-3128

with a copy to:

Debevoise & Plimpton LLP  
919 Third Avenue  
New York, New York. 10022  
Attention: Richard Hahn, Esq.  
Facsimile: (212) 521-7236  
Telephone: (212) 909-6000

if to Buyer, to:

Staple Cotton Cooperative Association  
214 West Market Street  
Greenwood, MS 38935  
Attn : Kenneth E. Downs  
Facsimile: (662) 435-8751  
Telephone: (662) 455-8847

(e) This Agreement, together with any other collateral agreements executed in connection with the consummation of the transactions contemplated hereby, contain the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, written or oral, with respect thereto.

(f) This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by each of the parties hereto that would be affected in any manner thereby, or, in the case of a waiver, by

the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. All remedies, rights, undertakings, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

(g) This Agreement and all claims with respect thereto shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the laws of the State of New York without regard to any conflict of laws rules thereof that might indicate the application of the laws of any other jurisdiction.


(h) The parties hereby agree that money damages may not be a sufficient remedy for any breach of this Agreement and that a party may seek and be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

(i) This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument. This Agreement may be executed by facsimile.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GGST LLC

By:   
Name: JOHN H. GIESER  
Title: SECRETARY

PTEX, INC.

By: \_\_\_\_\_  
Name: John Sterling  
Title: Vice President

Staple Cotton Cooperative Association

By: \_\_\_\_\_  
Name: Woods Eastland  
Title: President and CEO

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GGST LLC

By: \_\_\_\_\_  
Name:  
Title:

PTEX, INC.

By:  \_\_\_\_\_  
Name: John Sterling  
Title: Vice President

Staple Cotton Cooperative Association

By: \_\_\_\_\_  
Name: Woods Eastland  
Title: President and CEO

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Title:

PTEX, INC.

By: \_\_\_\_\_  
Name: John Sterling  
Title: Vice President

Staple Cotton Cooperative Association

By: Woods Eastland  
Name: Woods Eastland  
Title: President and CEO