

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this 13<sup>th</sup> day of May, 2009 (the "Effective Date"), by and between UNITED INDUSTRIES CORPORATION, a Delaware corporation ("Seller"), which is a debtor in possession pursuant to certain Chapter 11 proceedings captioned as In re: Spectrum Jungle Labs Corporation, et al., Case No. 09-50455(RBK) pending in the United States Bankruptcy Court for the Western District of Texas (the "Bankruptcy Court"), and HOPE AGRI PRODUCTS, INC., an Arkansas corporation ("Purchaser").

WHEREAS, Seller is the owner of certain real property located at 1349 State Highway Loop 116 in Livingston, Texas, which is more particularly described in Exhibit A hereto (the "Land").

WHEREAS, Purchaser currently leases the Land and certain other property from Seller pursuant to that certain Lease Agreement dated as of November 18, 2008, as amended by that certain letter amendment dated April 13, 2009 (as amended, the "Lease") by and between Seller and Purchaser.

WHEREAS, Purchaser and Seller have reached an agreement pursuant to which Purchaser shall purchase from Seller such Land and certain improvements and personal property located thereon, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, IT IS HEREBY AGREED AS FOLLOWS:

### ARTICLE I AGREEMENT TO PURCHASE AND SELL

1.1 Purchase and Sale of Property. Subject to the terms of this Agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Land, along with all improvements, utilities and related fixtures, if any, on the Land (the "Improvements"), and all of Seller's rights, title and interest, if any, in and to the following: (i) all tenements, hereditaments, privileges, and appurtenances in any way belonging or appertaining to the Land, including but not limited to all mineral, oil and gas rights; (ii) all reversionary rights to the real estate lying in the bed of any adjacent street, alley or road or right of way, and any strips and gores adjoining the Land; (iii) all easements and all permits, licenses and rights-of-way, whether or not of record, appurtenant to and/or benefiting the Land and/or Improvements (items (i), (ii) and (iii) being collectively the "Appurtenances"). In addition, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in the personal property listed in Exhibit B hereto (the "Personal Property"). The Land, Improvements, Appurtenances and Personal Property are collectively referred to herein as the "Property".

In addition to the Personal Property listed in Exhibit B, Purchaser desires to purchase the equipment (which is presently leased by Seller) described in Exhibit C hereto (the "Leased Equipment"). Purchaser acknowledges that the Leased Equipment is subject to the leases generally described in Exhibit C, and Seller makes no representation or warranty as to its ability to convey such equipment to Purchaser. Notwithstanding the foregoing, Seller agrees to make commercially reasonable efforts to (a) negotiate a "buy-out" of such equipment with each applicable lessor, whereby Seller acquires a fee interest in such Leased Equipment such that such Leased Equipment can be conveyed to Purchaser at Closing (defined below) and (b) obtain any necessary approval from the Bankruptcy Court of such "buy-out" and subsequent conveyance to Purchaser. In the event that Seller is able to achieve (a) and (b) above with respect to any item of Leased Equipment, Purchaser agrees to purchase such item of Leased Equipment at Closing (defined below) for the amount listed as "Leased Equipment Purchase Price" for

such item in Exhibit C, and such item of Leased Equipment shall then constitute Personal Property for purposes hereof. In the event that Seller is unable to achieve (a) and (b) above with respect to any item of Leased Equipment on or before the Closing Date (defined below), Seller may, by written notice to Purchaser, pursue a Post-Closing Equipment Transfer (as described below) or shall have the right to enter the Property for the purpose of removing the applicable Leased Equipment therefrom (the "Leased Equipment Removal"), in which case Purchaser shall have no obligation to pay the "Leased Equipment Purchase Price" listed in Exhibit C for such Leased Equipment, and such item shall not constitute Personal Property for purposes hereof. A "Post-Closing Equipment Transfer" shall mean that, if Seller is unable to achieve (a) and (b) above for any item of Leased Equipment on or before the Closing Date, Seller may continue, following the Closing Date, to pursue (a) and (b) above. Until such time as (a) and (b) are achieved, all rental associated with such Leased Equipment shall be paid by Seller; provided, however, that Purchaser shall reimburse Seller, upon demand, for one half (1/2) of the rental for such Leased Equipment for the period from the Closing Date until the earlier of (I) the date on which the Leased Equipment is conveyed to Purchaser or (II) the date on which the Leased Equipment Removal occurs. If (a) and (b) are achieved with respect to any Leased Equipment, Seller shall convey the applicable Leased Equipment to Purchaser by bill of sale in the same manner as the Personal Property is being conveyed hereunder, and the Purchaser shall be obligated to pay Seller the "Leased Equipment Purchase Price" for such item set forth in Exhibit C; provided, however, that any rental amounts reimbursed to Seller by Purchaser hereunder for any particular item of Leased Equipment shall constitute a credit toward such "Leased Equipment Purchase Price" for such item. If Seller determines, in its reasonable discretion, that it will not be able to achieve (a) and (b) above with respect to any Leased Equipment, Seller shall promptly cause the Leased Equipment Removal to occur with respect to such Leased Equipment. The provisions of this paragraph shall survive Closing.

1.2 Assignment of Swilley Lease. In addition to the sale of the Property, Seller and Purchaser shall each make commercially reasonable efforts to cause Seller's interest in the Swilley Lease (defined below) to be assigned to Purchaser at Closing (defined below) or as soon as practicable thereafter: For purposes hereof, the "Swilley Lease" shall mean that certain Ground Lease dated December 16, 1976 by and between E.S. Swilling and wife Melissa Swilley and Cleburne A. Swilley and Suzanne Swilley, collectively as landlord, and Wonder Chemical Company, as tenant, as modified by certain correspondence dated December 4, 2003 to The Wonder Company from Melissa Swilley, correspondence dated January 22, 2007 to Chris Hubert from Gene Bush and correspondence dated January 11, 2007 to The Wonder Company from Suzanne Swilley and Cleburne Swilley. Seller and Purchaser acknowledge that the assignment of the Swilley Lease may require consent of the lessor thereunder but agree to make commercially reasonable, good faith efforts to obtain such consent. In the event that the Swilley Lease cannot be assigned at Closing because any such required consent has not yet been obtained, Seller and Purchaser agree that Purchaser shall reimburse Seller on demand for all rent and other costs incurred pursuant to the Swilley Lease which are applicable to the period following the Closing Date (the "Rental") until such time as the required consent is obtained, in which case Seller and Purchaser shall execute a mutually acceptable lease assignment as soon as practicable thereafter. In the event that any lessor refuses to consent to the assignment of the Swilley Lease, Seller shall terminate the Swilley Lease as soon as practicable. The provisions of this Section 1.2 shall survive Closing.

1.3 Closing Date; Closing. Subject in all respects to Section 1.6 below, the Closing (defined below) shall occur on such other date as may be mutually agreed upon by Seller and Purchaser but which shall not be a date later than July 1, 2009 ("Closing Date"). The consummation of the purchase and sale contemplated by this Agreement, meaning the performance of the parties' respective obligations as set forth in Article V (the "Closing"), may occur in escrow and shall take place in the offices of First American Title Insurance Company (the "Title Company"), located at 1600 S. Brentwood Blvd., Suite 410, St. Louis, Missouri 63144, Attention: Sue Phillips.

1.4 Earnest Deposit. Within three (3) business days following the Effective Date, Purchaser shall deliver a deposit in the sum of Ten Thousand and No/100 Dollars (\$10,000.00) to the Title Company in cash ("Earnest Deposit"). The Earnest Deposit shall be held by the Title Company in escrow in accordance with the terms of this Agreement. The Earnest Deposit shall be applied to the Purchase Price at Closing, except as otherwise provided herein. Any cash will be placed in an interest bearing account with interest thereon belonging to Purchaser and which, at Purchaser's option, may be applied to the Purchase Price at Closing. If at any time either Seller or Purchaser shall deliver to the other ("Recipient") and to Title Company a written notice (given in accordance with Section 7.5 hereof) asserting that the party giving the notice ("Notice Party") is entitled to receive and retain all or any portion of the Earnest Deposit, Title Company shall deliver said portion of the Earnest Deposit to the Notice Party, unless within five (5) business days after receipt of such notice, Recipient shall give written notice to Title Company and Notice Party that it disputes Notice Party's claim to any portion of the Earnest Deposit, in which case Title Company shall retain the disputed portion of the Earnest Deposit until it receives written instructions executed by both Seller and Purchaser as to the disposition and disbursement of the disputed portion of the Earnest Deposit then being claimed, or until ordered to do so by final court order, decree or judgment which has not been appealed.

1.5 Purchase Price. The total purchase price for the Property is One Million One Hundred Forty Nine Thousand and No/100 Dollars (\$1,149,000.00), plus the Leased Equipment Purchase Price listed in Exhibit C for each item of Leased Equipment to be conveyed to Purchaser pursuant to the second paragraph of Section 1.1 above (collectively, the "Purchase Price"), and, subject to the prorations and adjustments as contained in this Agreement, will be paid by Purchaser at Closing as set forth at Section 5.3(b) below.

1.6 Bankruptcy Court Approval Required. Notwithstanding anything to the contrary set forth herein, this Agreement and any other agreement with respect to the matters described herein is subject to the approval of the Bankruptcy Court and will not become effective until the Bankruptcy Court enters an order granting such approval. Upon the execution of this Agreement by Seller and Purchaser, Seller and Purchaser each expressly covenant and agree that they will each cooperate with one another and use their best efforts in expeditiously seeking the Bankruptcy Court's consideration and approval of the terms hereof and providing due and proper notice and opportunity for hearing with respect to the request for such approval to all necessary and appropriate creditors and other parties-in-interests. In the event that the Bankruptcy Court does not approve this Agreement for any reason, this Agreement and any offer or agreement related hereto shall be null and void and of no evidentiary effect.

## ARTICLE II REVIEW OF PROPERTY

2.1 Property Information. To the extent not previously provided, Seller shall, within five (5) business days after the Effective Date, provide Purchaser with true, accurate, complete and legible copies of the following (collectively, the "Property Information"): (i) the deed pursuant to which Seller acquired the Land; and (ii) the title insurance policy issued to Seller upon its acquisition of the Land; (iii) any existing environmental site assessment or other report relating to the Land; and (iv) the Swilley Lease. If Purchaser fails to close for any reason, all of the Property Information shall be returned to Seller.

2.2 Access. Commencing with the Effective Date and, unless and until this Agreement is terminated, continuing through Closing, Purchaser, its employees, agents, and representatives shall have the right, at Purchaser's sole cost and expense, to (i) inspect the Property and Property Information at all reasonable times, (ii) subject to Section 4.2, conduct such reviews of and tests on the Property as Purchaser deems reasonably necessary (including but not limited to environmental audits, soil borings and other customary invasive geotechnical and environmental testings), and (iii) engage in such

conversations with the agents and employees of Seller or other parties knowledgeable about the Property or the Property Information as Purchaser may reasonably elect. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and shall indemnify and hold Seller harmless from any liability or expense caused by Purchaser's exercise of its rights hereunder.

2.3 Title; Survey. Within ten (10) days following the Effective Date, Purchaser shall order a title insurance commitment for an owner's policy in the form approved by the American Land Title Association (ALTA) ("Commitment") from the Title Company, to issue to Purchaser or its designee at Closing owner's title insurance policy naming Purchaser as proposed insured (the "Title Policy"). In addition, Purchaser shall, within ten (10) days following the Effective Date and on behalf of Purchaser, order a survey of the Land (the "Survey"). If the Commitment and/or Survey disclose exceptions to title or matters of survey which have a material adverse effect on the ownership or use of the Property or which constitute a mortgage or other lien or encumbrances which can be removed by the payment of money at the time of Closing, Purchaser shall deliver to Seller a written notice of all objections to matters of title or survey no later the conclusion of the Review Period (defined below). Seller shall have ten (10) days from the date thereof to have such exceptions removed from the Commitment or otherwise remedy such condition and provide evidence thereof to Purchaser, and if Seller fails to have such exceptions removed or remedy such matter (or agrees in writing to have such matters removed or remedied at Closing), Purchaser may elect to (i) terminate this Agreement by giving written notice of such termination to Seller and specifically identifying such matters of title or survey which have a material adverse effect on the ownership or use of the Property, in which event the Earnest Deposit, and any earnings thereon, shall be forthwith returned to Purchaser, which shall be Purchaser's sole and exclusive remedy therefor, or (ii) accept title subject to such matters and proceed to Closing. Seller shall cooperate with Purchaser in securing the Commitment, the Title Policy, any endorsements to the Title Policy and the Survey.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows:

a. Subject to Section 1.6 hereof, the undersigned officers are authorized to execute this Agreement on behalf of Seller, and this Agreement has been approved by all necessary action on Seller's behalf.

b. Seller is not a "foreign person" within the meaning of Section 1445 (f)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

c. The execution, delivery and the performance of this Agreement by Seller will not violate the provisions of any agreement or instrument to which Seller is bound, and is binding upon and against Seller in accordance with its terms.

Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Purchaser in connection with the transaction contemplated hereby. Purchaser acknowledges and agrees that all materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered by Seller to Purchaser shall be for general informational purposes only, (b) Purchaser shall not have any right to rely

on any such report delivered by Seller to Purchaser, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Purchaser with respect thereto, and (c) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Purchaser shall have any liability to Purchaser for any inaccuracy in or omission from any such report or in verbal communication. Purchaser hereby releases Seller from all claims or causes of action which Purchaser has or may have at any time in the future regarding the condition or value of the Property.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S LIMITED WARRANTY OF TITLE TO BE SET FORTH IN THE DEED, DEFINED BELOW), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO BUYER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT AND IN THE CLOSING DOCUMENTS. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN THE CLOSING DOCUMENTS. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE CLOSING DOCUMENTS. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND

EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

As material additional consideration for the purchase of the Property, except for any claim resulting from Seller's breach of any representation or warranty set forth in this Agreement or in the closing documents, upon the Closing, Purchaser shall be deemed to have hereby released, and covenanted not to bring any suit or action against, Seller, or any one or more of Seller's partners, employees, contractors and agents, as a result of any one or more of the following: (a) any physical or legal condition at or affecting the Property, or the ownership, operation, use or enjoyment thereof, which may be discovered before, during or after the Closing, including, without limitation, any environmental contamination (including, without limitation, asbestos containing materials, lead based paint, hydrocarbons, dry cleaning fluids and mold), infestation of rodents, insects or other pests, structural defects, zoning non-compliance, ADA non-compliance or any other matter, or (b) any death, personal injury or property damage occurring after the Closing Date in any way relating to the Property or the condition thereof, regardless of whether the condition giving rise thereto was in existence prior to the Closing. Seller and Purchaser agree that the provisions of this Section 3.1 shall survive the Closing.

3.2 Representations and Warranties of Purchaser. In addition to the representations and warranties of Purchaser made elsewhere herein, Purchaser represents and warrants to Seller as follows:

a. The undersigned officers are authorized to execute this Agreement on behalf of Purchaser, and this Agreement has been approved by all necessary action on Purchaser's behalf.

b. The execution, delivery and performance of this Agreement by Purchaser will not violate the provisions of any agreement or instrument to which Purchaser is bound, and is binding on and against Purchaser in accordance with its terms.

#### ARTICLE IV REVIEW PERIOD

4.1 Purchaser's Review Period. Purchaser shall have a period beginning on the Effective Date and ending on the date which is thirty (30) days thereafter (the "Review Period") to conduct its review and inspection of the Property, including without limitation, the condition or presence of: environmental hazards; mold; termite and wood destroying infestation and damage; plumbing, including water well, sewer, septic and wastewater treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; chimneys, flues, and gas lines; basement leaks and exterior drainage; and mechanical equipment, including appliances. In the event that Purchaser discovers any condition which has a material adverse effect on the ownership or use of the Property, Purchaser shall promptly notify Seller in writing of such condition, in which case Seller shall have a reasonable time in which to cure such condition. If the condition is not cured by Seller such that the condition no longer has a material adverse effect on the ownership or use of the Property, Purchaser shall have the right to terminate this Agreement by written notice to Seller. Such termination notice shall specifically set forth such condition(s) which have a material adverse effect on the ownership or use of the Property. Notwithstanding the foregoing, if Purchaser does not terminate this Agreement on or before the conclusion of the Review Period, the

Agreement shall be in full force and effect, and Purchaser's right to terminate the Agreement pursuant to this Section 4.1 shall be deemed waived by Purchaser.

**ARTICLE V**  
**CLOSING**

5.1 Closing Adjustments. Because Purchaser is currently leases the Property from Seller pursuant a triple net lease, no prorations shall be necessary, except that, if the Closing Date is a date other than the first day of a calendar month, any rental for the month in which the Closing Date occurs shall be prorated, such that Seller shall be entitled to all rental for the portion of the month prior to and including the Closing Date, and Purchaser shall be refunded any rental paid for the period following the Closing Date.

5.2 Closing Expenses.

a. Any and all transfer and/or stamp taxes relative to the transfer of the Property to Purchaser shall be borne by the Purchaser.

b. Purchaser shall pay all title search charges, any premium for the issuance of any Title Policy, the cost of any Survey and any other due diligence costs incurred by Purchaser. Purchaser shall pay recording fees relative to the recordation of the Deed (defined below) and any deeds of trust or other financing instruments required by Purchaser's lender.

c. Seller shall pay any costs associated with the release of any lien of record against the Property and recording costs associated with the same.

d. Seller and Purchaser shall each pay one-half (1/2) of all escrow and closing fees charged by the Title Company. Each party shall pay their respective legal fees and expenses, and the costs of performing each of their respective obligations hereunder.

5.3 Closing Deliveries.

a. Deliveries by Seller. At Closing, Seller shall execute and deliver to Purchaser: (i) a special warranty deed for the Property, subject only to the permitted exceptions (the "Deed"); (ii) a bill of sale for the Personal Property ("Bill of Sale"), (iii) a Post-Closing Equipment Transfer notice, pursuant to the second paragraph of Section 1.1 hereof, if applicable, (iv) Seller's ALTA Affidavit in customary form as required by the Title Company in order to delete all standard exceptions from the Title Policy and stating that, without limitation, there are no liens, judgments, claims or bankruptcies affecting Seller and/or the Property, (v) Seller's counterpart of an assignment of the Swilley Lease (but only in the event lessor consent has been obtained pursuant to Section 1.2 hereof); (vi) Seller's counterpart of a termination of the Lease effective as of the date of Closing; (vii) an affidavit in satisfactory form that Seller is not a "foreign person" within the meaning of the Code; and (viii) such other instruments as the Title Company shall require to evidence Seller's authorization of the transfer of Seller's interests in the Property and consummation the transactions contemplated hereby.

b. Deliveries By Purchaser. At Closing, Purchaser shall execute and deliver to Seller (i) Purchaser's counterpart of an assignment of the Swilley Lease (but only in the event lessor consent has been obtained pursuant to Section 1.2 hereof); (ii) Purchaser's counterpart of a termination of the Lease effective as of the date of Closing; and (iii) such other instruments as the Title Company shall require to evidence Purchaser's authorization of the acquisition of Seller's interests in the Property and

consummation the transactions contemplated hereby. In addition, Purchaser shall deposit in escrow with the Title Company the balance of the Purchase Price, in cash, by wire transfer of immediately available funds, subject to the prorations and adjustments herein provided, and, if applicable, an escrow agreement whereby all interest earned on said funds shall be credited to Purchaser.

c. Additional Documents. Seller and Purchaser shall also execute and deliver such additional documents as may be reasonably necessary at Closing or thereafter to conclude the transactions contemplated by this Agreement, including but not limited to a closing statement setting forth the prorations and adjustments provided for herein.

5.4 Lease. Seller and Purchaser agree that the Lease shall automatically terminate on the Closing Date, upon the Closing of the purchase and sale of the Property. This Section 5.4 shall survive Closing.

## ARTICLE VI DEFAULT

6.1 By Purchaser. If Purchaser defaults hereunder, and such default is not cured within seven (7) days following the date of Seller's written notice to Purchaser, Seller, as its sole and exclusive remedy for Purchaser's default, shall have the right to terminate this Agreement by further written notice thereof to Purchaser, in which case Seller shall receive all Earnest Deposit theretofore paid (and all interest accrued thereon) as and for full and final liquidated damages (and not as a penalty) for such default, and after the receipt of such amount, neither party shall have any further rights or obligations under this Agreement. The parties acknowledge and agree that said amount represents their best reasonable estimate of the approximate amount of damages that Seller would likely sustain, if any, as a result of a default hereunder by Purchaser, and that the actual amount of any such damages would be difficult if not impossible to ascertain.

6.2 By Seller. If Seller defaults hereunder, and such default is not cured within seven (7) days following the date of Purchaser's written notice to Seller, Purchaser, as its sole and exclusive remedy for Seller's default, may terminate this Agreement by further written notice thereof to Seller, in which case Purchaser shall obtain a full refund of all of the Earnest Deposit (and all interest accrued thereon) and Seller shall be obligated to pay to Purchaser an amount equal to the Earnest Deposit theretofore paid as and for full and final liquidated damages (and not as a penalty) for such default, and after the receipt of such amount, neither party shall have any further rights or obligations under this Agreement. The parties acknowledge and agree that said amount represents their best reasonable estimate of the approximate amount of damages that Purchaser would likely sustain, if any, as a result of a default hereunder by Seller, and that the actual amount of any such damages would be difficult if not impossible to ascertain.

## ARTICLE VII MISCELLANEOUS

7.1 Condemnation. If, prior to Closing, Seller receives written notice of any action, suit or proceeding to condemn or take all or any part of the Property or interest therein under the powers of eminent domain (hereinafter referred to as a "Condemnation"), Seller shall immediately notify Purchaser thereof in writing and provide copies of all notices, pleadings or other correspondence received pertaining thereto. Purchaser shall have the right to terminate this Agreement within ten (10) days after receiving such written notice from Seller of any such Condemnation. Unless and until Purchaser shall elect to terminate this Agreement pursuant hereto, Purchaser shall be entitled to participate in the defense of any



such action at its own expense, shall receive an absolute assignment at Closing of the entire proceeds of such Condemnation award, and the Purchase Price shall be the full amount provided in Section 1.5.

7.2 Casualty. If, prior to Closing, any portion of the Property is damaged or destroyed by fire or any other casualty or event, Seller shall immediately notify Purchaser thereof in writing and provide copies of all notices, pleadings or other correspondence received pertaining thereto. Purchaser may elect, within ten (10) days after receiving such written notice from Seller, (i) that this Agreement be consummated (subject to the remaining provisions hereof) without adjustment of the Purchase Price, in which case Purchaser shall receive an assignment of all insurance proceeds from such fire or other casualty, net of all cost and expense required to promptly remove any debris from the Property in a safe manner and in compliance with applicable Laws, or (ii) to terminate this Agreement.

7.3 Property Brokers and Commission. Seller and Purchaser each represent and warrant to each other that neither has dealt with any agents, persons or entities in the location of the Property or the negotiation of this sale. Each of Seller and Purchaser hereby agrees to indemnify, defend and hold harmless the other from and against any and all claims, causes of action, losses, damages, liabilities, judgments, settlements and expenses (including, without limitation, attorneys' fees) (collectively, "Claims") that the other may sustain or incur by reason of its breach of the foregoing representation and warranty. The indemnification obligations under this Section 7.3 shall survive the Closing.

7.4 Assignment. This Agreement will bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns. Notwithstanding the foregoing, neither party shall assign its rights hereunder without first obtaining the written consent of the other.

7.5 Notices. All notices and demands required or desired to be given hereunder shall be in writing and sent via reputable overnight delivery service or via certified or registered mail, with return receipt requested, postage prepaid, addressed as provided hereafter. Notices shall be effective upon receipt or refusal and shall be sent to the addresses noted below:

**If to Seller:**

*If Via Certified or Registered Mail*  
United Industries Corporation  
13260 Corporate Exchange Drive  
St. Louis, Missouri 63044  
Attention: General Counsel

*If Via Overnight Delivery Service*  
United Industries Corporation  
13870 Corporate Woods Trail  
St. Louis, Missouri 63044  
Attention: General Counsel

With a copy to:

Thompson Coburn LLP  
One US Bank Plaza  
St. Louis, Missouri 63101  
Attention: James E. Dillon, Esq.

**If to Purchaser:**

Hope Agri Products, Inc.  
2400 Old Lewisville Road  
Hope, Arkansas 71802

7.6 Construction. The captions, paragraphs numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such paragraphs or articles of this Agreement nor in any way affect this Agreement.

7.7 Joint Preparation. This Agreement is deemed to have been prepared jointly by the parties, and any uncertainty or ambiguity in this Agreement will not be interpreted against any party, but will be interpreted according to the rules of interpretation for arm's length agreements.

7.8 Counterpart/Facsimile. This Agreement may be executed in multiple counterparts, with execution of each such counterpart being deemed execution of all such counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine is to be treated as an original document. At the request of any party, the others will confirm facsimile signatures by signing an original instrument.

7.9 Entire Agreement. This Agreement and Exhibit A attached hereto, which by this reference are fully incorporated herein, embody the entire agreement between the parties in connection with the transactions contemplated by this Agreement. There are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Agreement may not be modified except by a written agreement signed by all parties.

7.10 Waiver. No written waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of any other right or remedy with respect to such breach or any other provision herein, or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

7.11 Enforcement. Time is of the essence in this transaction. In computing any period of time under the terms of this Agreement, the day from which the designated period of time begins to run shall not be included, and if the time for commencement or completion of performance falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

7.12 Attorneys' Fees. In the event any litigation or other proceeding is commenced to enforce the rights of any party to this Agreement, the non-prevailing party shall reimburse the prevailing party for all expenses incurred in prosecuting and/or defending against any such litigation or other proceeding, including, without limitation, attorneys' fees and court costs.

7.13 Severability. If one or more provision contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or

unenforceable provision had never been contained herein, but to the extent permitted by law, such provision may be referred to in order to determine the intent of the parties.

7.14 Acceptance. Upon acceptance by way of signature, this offer shall become a complete agreement binding upon and inuring to the benefit of the Purchaser and Seller and their respective heirs, personal representatives, successors, and assigns, subject to Section 7.4 above.

7.15 Survival. Notwithstanding any investigation made by or on behalf of either party, all representations and warranties made by the parties in this Agreement or pursuant hereto shall survive the consummation of the transactions contemplated in this Agreement for a period of twelve (12) months after the Closing Date. All covenants made by the parties in this Agreement or pursuant hereto shall survive the consummation of the transactions contemplated in this Agreement until they have been fully performed pursuant to the terms hereof.

7.16 Time. Time is and shall be of the essence as to all terms of this Agreement.

7.17 Severance Payments. Notwithstanding anything to the contrary set forth in the letter agreement dated November 18, 2008 by and between Seller and Purchaser, provided that the Closing occurs hereunder, Seller shall have no obligation to reimburse Purchaser for any severance payment made to any Plant Employee (as defined in said letter agreement) pursuant to Section 3(c) of such letter agreement or otherwise.

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

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

**SELLER:**

UNITED INDUSTRIES CORPORATION, a Delaware corporation

By: *Randal D. Lewis*  
Name: RANDAL D. LEWIS  
Title: VP, OPERATIONS

**PURCHASER:**

HOPE AGRI PRODUCTS, INC., an Arkansas corporation

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

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the Effective Date.

**SELLER:**

**UNITED INDUSTRIES CORPORATION**, a Delaware corporation

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

**PURCHASER:**

**HOPE AGRI PRODUCTS, INC.**, an Arkansas corporation

By: Ken Allen  
Name: KEN ALLEN  
Title: President

**EXHIBIT A**

**LEGAL DESCRIPTION**

**TRACT ONE:** 30.0 acres, more or less, situated in the I.N. MORELAND SURVEY, A-54, Polk County, Texas and being more particularly described in deed dated August 1, 2001 from Pacific Wood Preserving of Bakersfield, Corp. to The Wonder Property Company, recorded in Volume 1229, Page 285 et seq., Official Records, Polk County, Texas, said tract being more particularly described by field notes attached hereto.

**TRACT TWO:** 1.089 acre access easement situated in the I.N. MORELAND SURVEY, A-54 and the JOHN BLAND SURVEY, A-54 more particularly described by field notes attached hereto.

**EXHIBIT B**

**OWNED EQUIPMENT**

- Trailer Dump
- Powerscreen Trommel
- John Deere #9283
- John Deere #9284
- STI Bag Line Auto +
- Lantech Q300 Wrappers \*2
- McT HotAir Sealer CML100 \*2
- Amadas Bag Flattener
- Trommel Convey/Hop Project
- Water System Aerator & Pump
- Upgrade Powerscreen Mk 11
- Upgrades New Plant
- John Deere 544J
- John Deere 544JTrade in
- STI Bag Line #3
- Dual Use Hamer STI Upgrade
- Case Sealer
- Zygot/Lantech Floor Upgrade
- Mobile Loading Ramp
- Flatbed Trailer Lufkin
- Powerscreen Mk 11
- Spyder Forklift
- Original Office Equipment
- DEA Windows Intenet
- Dodge Ram P/U
- Short Side Walking Floor
- Yard Truck -200 Freightliner FLD 112
- Peat Bale Shredder10HP,Hopper,Drag
- Peat Fluffer-EFLU 75-5007-1 10HP
- Peat Transfer Conveyor3'0"X45'0"5HP
- 480V Feeder & 200Amp Breaker Panel

**EXHIBIT C**

**LEASED EQUIPMENT**

<b>Livingston Plant - Equipment Lease Schedule</b>							
	<b>Vendor Name</b>	<b>Vehicle ID No/Serial No.</b>	<b>Description of Equipment ( ie Forklift, Loader, Copier, etc)</b>	<b>Lease Contract No.</b>	<b>Lease Begin Date</b>	<b>Lease End Date</b>	<b>Leased Equipment Purchase Price</b>
1	Ryder Transportation Services	1FUJA6CK68DZ69509	Freightliner tractor truck	01387-010059	10/15/2008	10/15/2013	\$60,000.00
2	Ryder Transportation Services	1z92b482x8t199029	Live floor trailer	01387-010059	10/15/2008	10/15/2013	\$25,000.00
3	Ryder Transportation Services	1tkha48288b092948	Belt floor trailer	01387-010059	10/15/2008	10/15/2013	\$20,000.00
4	John Deere Credit	DW644JX611876	Wheel Loader	030-0059463-000	7/1/2007	7/1/2012	\$100,000.00
5	GMAC	2GTEK13C871537130	GMC TK10543	024-9109-52789	2/27/2007	1/27/2009	\$12,000.00
6	GE Capital	8FGU25-13316	Toyota Forklift	5855680-002	12/1/2007	11/30/2012	\$12,000.00
7	GE Capital	8FGU32-11428	Toyota Forklift	5855680-002	12/1/2007	11/30/2012	\$16,000.00
8	GE Capital	8FGU32-11385	Toyota Forklift	5855680-002	12/1/2007	11/30/2012	\$16,000.00
9	GE Capital	7FGKU40-63382	Toyota Forklift	5855680-002	12/1/2007	11/30/2012	\$24,000.00
10	IKON	10508527	Copier	1377564	5/15/2004	5/14/2009	\$1,000.00