

BIDDING PROCEDURES

1. Definitions:

- A. ADVISOR: Keen-Summit Capital Partners LLC. Information about the Property and about the Auction are available from Advisor. Advisor can be contacted at:

Keen-Summit Capital Partners LLC
ATTN: Harold Bordwin
Telephone: (646) 381-9201
Email: hbordwin@Keen-Summit.com

With a copy to:

Keen-Summit Capital Partners LLC
1 Huntington Quadrangle, Suite 2C04
Melville, NY 11747
ATTN: Matt Bordwin & Chris Mahoney
Telephone: (646) 381-9202 & (646) 381-9205
Email: mbordwin@keen-summit.com &
cmahoney@keen-summit.com

- B. AUCTION: Seller, through the services of Advisor, will conduct (pursuant to the terms and conditions of these Bidding Procedures) an auction of the Property on the Auction Date (or on an adjourned date). The Seller reserves the right to use any auction format that it deems in its best interests.
- C. AUCTION DATE: Wednesday, November 17, 2021 at 11:00 am EST.
- D. AUCTION VENUE: At the option of the Seller, the auction will take place at one or the other venues, as follows:
1. A virtual auction on Zoom or a similar electronic platform, or
 2. At the law offices of Genova Burns, 110 Allen Rd, Ste. 304, Basking Ridge, NJ 07920.
- E. BACK-UP BID: The Qualified Bid selected by Seller at the conclusion of the Auction as the second-best Bid.
- F. BACK-UP BIDDER: The Bidder who submitted the Back-up Bid. The Back-up Bidder's Deposit is held pursuant to the provisions below and, in the event that the Successful Bidder fails to close, the Back-up Bidder is obligated to close.
- G. BID: A binding offer to purchase the Property. All Bids are irrevocable pursuant to the terms set forth below.
- H. BIDDER: A person or entity that submits a Bid.
- I. BID DEADLINE: Wednesday, November 10, 2021, at 3:00 pm ET.
- J. COURT: United States Bankruptcy Court for the District of New Jersey.
- K. DATA: Subject to the Seller's Non-Disclosure Agreement ("NDA"), Data shall constitute that information provided by Seller to Bidders or prospective Bidders subject to the conditions and limitations set forth in these Bidding Procedures.

- L. DEPOSIT: Subject to paragraph 5 below, a Bidder shall be obligated to tender a good faith deposit by the Bid Deadline in the amount of ten percent (10%) of its Bid or one million dollars (\$1,000,000), whichever is greater.
- M. ESCROW AGENT: The "Plan Administrator", as defined below.
- N. IRREVOCABILITY PERIOD: That period of time which commences upon each Bidder's submission of a Bid and which concludes at the earlier of (i) the Closing, or (ii) 30 days after the conclusion of the Auction (as adjourned), but in no event later than December 31, 2021.
- O. OFFER & BIDDER REGISTRATION FORM: The form of document attached hereto as **Exhibit A**.
- P. PLAN ADMINISTRATOR: Robert Dowd, Esq.
Law Offices of Robert S. Dowd, Jr. LLC
100 Challenger Road
Suite 100
Ridgefield Park, NJ 07660
Phone: (201) 489-3900
Fax: (201) 489-4700
rsd@rsdowdlaw.com
- Q. PROPERTY: The 160± acre granite quarry located at 9025 State Route 4, Whitehall, New York 12887 and as further defined in the Real Estate Purchase Contract.
- R. QUALIFIED BID: A Bid that satisfies the requirements set forth below.
- S. QUALIFIED BIDDER: A Bidder who submits a Qualified Bid or submits a contract otherwise acceptable to the Seller.
- T. REAL ESTATE PURCHASE CONTRACT: The form of agreement attached hereto as **Exhibit B**.
- U. REQUIRED BID DOCUMENTS: The Required Bid Documents are those documents that a Bidder is required to submit by the Bid Deadline, as further described below.
- V. SALE HEARING: A hearing in the Court on November 30, 2021 at 10:00 am EST at which the Seller will seek an Order approving the sale.
- W. SALE ORDER: An Order of the Court authorizing a sale of the Property to the Successful Bidder.
- X. SELLER: Azzil Granite Materials, LLC and Magnolia Granite Materials, LLC, substantively consolidated Chapter 11 Debtors and Debtors-in-Possession, Case No.: 19-21764 pending before the Court.

Y. SELLER'S COUNSEL:

GENOVA BURNS LLC
110 Allen Road, Suite 304
Basking Ridge, NJ 07920
Phone: (973) 467-2700
Fax: (973) 467-8126
ATTN: DANIEL M. STOLZ, ESQ.
ATTN: DONALD W. CLARKE, ESQ.

Z. SUCCESSFUL BID: At the conclusion of the Auction, the Qualified Bid selected by the Seller as the winning bid based upon price, financial condition, experience, and such other factors as the Seller may deem relevant, as further detailed below.

AA. SUCCESSFUL BIDDER: The Bidder who submitted the Successful Bid.

2. STEP ONE: Bid Deadline: Wednesday, November 10, 2021, at 3:00 pm ET

- A. The Seller seeks to solicit bids ("Bids") for the sale of the Property. In order to solicit the highest and best offers, the Seller is conducting the Auction herein described. The first step is the submission of binding Bids in the form of the "Required Bid Documents" on or before the Bid Deadline. Seller will review the Required Bid Documents and based upon that review, Seller will identify those Bidders who have submitted "Qualified Bids". Only those Bidders who have submitted Qualified Bids, if any, will be authorized to participate in the Auction.
- B. You must submit the Required Bid Documents (including the "Deposit") so as to be actually received by no later than 3:00 P.M., ET, on Wednesday, November 10, 2021 (the "Bid Deadline"). The original set of the Required Bid Documents (including the Deposit) must be submitted to the Seller's Counsel. A complete copy of the Required Bid Documents must also be submitted to both:
 - 1. Advisor, and
 - 2. Plan Administrator.
- C. Due diligence information can be obtained by contacting Advisor. Seller and Advisor shall not be obligated to furnish any Data after the Bid Deadline or to any party that the Seller determines, in its sole discretion, is not reasonably likely to be a Qualified Bidder.

3. Required Bid Documents

- A. Unless expressly waived by Seller, in order for a Bidder to become a Qualified Bidder, a Bidder must submit to Seller's Counsel with a copy to Advisor and to **Law Offices of Robert S. Dowd, Jr. LLC**, the following documents which, taken together, constitute the "Required Bid Documents":

1. Offer: A written "Offer And Bidder Registration Form" in the form attached hereto as **Exhibit A**. Pursuant to the terms of such form, the offer must expressly state that the Bidder's offer is all cash, on an as-is, where-is basis and irrevocable during the Irrevocability Period.
 2. Contract: An executed and fully completed Real Estate Purchase Contract in the form annexed hereto as **Exhibit B**. The contract, as tendered, may not contain any contingencies, including, but not limited to due diligence and financing contingencies.
 3. Financials: Written evidence of a commitment for financing or other evidence of ability to consummate the transaction.
 4. Other Information: Any other information that the Seller may reasonably request which would enable Seller to evaluate, among other things, the Bidder's ability to consummate a transaction, the Bidder's legal authority to Bid, and/or the Bidder's ability to fulfill its obligations in connection therewith.
 5. Deposit: The Deposit.
- B. Confidentiality: By submitting a Bid, each Bidder agrees to maintain as confidential and to not disclose to third parties both the fact that Bidder submitted a Bid and the terms and conditions of such Bid.

4. Qualified Bids

Unless such requirement is waived by the Seller,

- A. ONLY BIDDERS THAT HAVE SUBMITTED QUALIFIED BIDS SHALL BE ELIGIBLE TO PARTICIPATE IN THE AUCTION; and
- B. In order for a Bid to be a "Qualified Bid," a Bid shall:
 1. Include the Deposit and each of the Required Bid Documents, executed and in form and substance acceptable to the Seller;
 2. Be a good faith, bona fide, offer to purchase the Property;
 3. Not be contingent;
 4. Be actually received by the Bid Deadline;
 5. Demonstrate to the Seller the Bidder's ability to consummate promptly the purchase of the Property; and
 6. Be irrevocable during the Irrevocability Period.
- C. Failure of a Bidder to fully, accurately and promptly respond to Seller's requests for additional information may result in a Bid no longer being considered a Qualified Bid.
- D. Following the receipt of Bids, Seller will ascertain, in the exercise of its reasonable business

judgment, whether a Bid is a Qualified Bid, taking into account, among other things, the quality of the Required Bid Documents, the Bidder's experience, financial capacity to close, reputation in the marketplace, etc.

- E. By noon on Tuesday, November 16, 2021, Advisor will notify each Bidder at the email address set forth on the Offer & Bidder Registration Form if it is a Qualified Bidder.

5. Deposit Requirement

- A. Each Bidder shall tender a Deposit with the Required Bid Documents to Seller's Counsel. The Successful Bidder will be required to tender additional Deposits, as set forth below.
- B. The Deposit shall be by wire transfer, cashier's check or certified check payable to Escrow Agent. Escrow Agent shall have no liability to any party in connection with its services with respect to Deposits except for willful misconduct, gross negligence or bad faith. Escrow Agent, at its discretion, may either immediately deposit Deposits into its escrow account or may hold Deposits pending the outcome of the Auction.
- C. In the event that the Seller does not consummate a sale of the Property, for any reason (other than the Bidder's failure to consummate a sale), the Seller's sole obligation and liability shall be to refund the Deposit to the Bidder.
- D. No Bid shall be deemed to be "accepted" by Seller unless and until the Court has entered the Sale Order.

6. Seller's Pre-Auction Discretion

Seller reserves the right to negotiate any offer made to purchase the Property, and to determine whether it is beneficial to the estate and the creditors to enter into a stalking-horse agreement for a Property prior to the Auction. The Seller retains the complete discretion in revising these Bid Procedures in accordance with its directive to maximize the value of the sale of the Property.

7. STEP TWO -The Auction: Wednesday, November 17, 2021 at 11:00 am EST

- A. Provided that a Property is not already sold or otherwise disposed of, then Seller shall Auction the Property on the Auction Date at the Auction Venue. The Seller reserves the right to change the location and time of the Auction. Only the Bids of Qualified Bidders will be considered at the Auction and Seller shall have no obligation to admit to the Auction any party who it does not deem a Qualified Bidder.
- B. Based upon the terms of the Qualified Bids, the level of interest expressed in the Property and such other information as the Seller may determine to be relevant, Seller shall have the right to amend the procedures set forth herein and to adopt, at any time, in its sole and absolute discretion, such rules for the bidding process which it determines will better promote the goals of the bidding process. Among other things, Seller shall determine, in

the exercise of its sole and absolute discretion, acceptable bidding increments, which may be modified by the Seller during the Auction. Seller may offer the Property for bidding in successive rounds; may conduct a silent Auction; may conduct an open Auction; or may otherwise conduct the Auction in the manner that it deems most appropriate for soliciting the highest and best Bids.

- C. The Seller shall receive Bids at the Auction for the Property with the intention of selling the Property to the Successful Bidder. At the conclusion of the Auction or a later point to be determined by the Seller, the Seller will determine which Bid is the highest and best Bid and which Bid is the next highest and best Bid and, based upon that determination, will announce the Successful Bid and the Back-up Bid, respectively.
 - D. Seller's determination of what constitutes the first and second "highest and best" Bids will be based upon the exercise of Seller's discretion and may take into consideration price, modifications to the Real Estate Purchase Contract, closing risk, risk of delay, financial condition, experience, and such other factors as Seller may deem relevant.
 - E. At the conclusion of the Auction, both the Successful Bidder and the Back-up Bidder shall update and re-execute their respective Real Estate Purchase Contracts and any other agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid and the Back-up Bid were made.
 - F. Formal rejection of a Bid by the Seller will not occur unless and until (a) the Seller expressly rejects a Bid in writing; or (ii) the Irrevocability Period lapses.
 - G. The Successful Bidder shall supplement its Deposit so that immediately following the Auction, its aggregate deposit being held by Seller equals ten percent (10%) of the Successful Bid.
 - H. All supplemental Deposits shall be paid by wire transfer, in certified funds or bank cashiers check made payable to Escrow Agent.
 - I. The establishment of a Successful Bid and a Back-up Bid does not release any Bidder from its obligations and all Bids remain open and irrevocable for the duration of the Irrevocability Period.
 - J. Return of Deposits:
 - 1. Seller reserves the right to hold the Deposit of the Backup Bidder until expiration of the Irrevocability Period.
 - 2. Seller shall return the Deposits of all Bidders other than the Successful Bidder and the Backup Bidder within five (5) business days of the conclusion of the Auction.
8. STEP THREE – Court Approval [November 30, 2021 at 10:00 am EST]
- A. Any objection to the sale must be filed with the Court on or before November 26, 2021 at 4:00 pm EST.

- B. The Sale Hearing will be held in the Court. Timely filed objections to the proposed sale may be heard by the Court at that time.

9. STEP FOUR - The Closing

- A. The Closing shall occur in accordance with the terms of the Real Estate Purchase Contract and the Sale Order. WITH RESPECT TO THE CLOSING, TIME OF PERFORMANCE BY THE SUCCESSFUL BIDDER IS OF THE ESSENCE.
- B. In the event of the failure by the Successful Bidder to consummate a sale of the Property, the Back-up Bidder for such Property shall be deemed the Successful Bidder without further Order of the Court, and shall proceed to Closing no later than thirty (30) days following Seller's tender of a notice to the Back-up Bidder at the address set forth on the Bidder Registration Form. The Seller shall be entitled to retain the Deposit (as supplemented) of any Successful Bidder who fails to close because of a breach or failure by such Successful Bidder and such Deposit shall be deemed forfeited by such defaulting Successful Bidder, shall not be credited against the purchase price for the benefit of a Back-up Bidder, and Seller specifically reserves the right to seek all available damages from the defaulting Bidder.
- C. The balance of the purchase price shall be paid by the Successful Bidder by wire transfer or an endorsed bank or certified check at the Closing.

11. Other Provisions

- A. Disclaimer. Each Bidder shall be subject to a non-disclosure agreement, the terms and conditions of which, including the disclaimers contained therein, are incorporated herein by reference.
- B. All of the Seller's right, title and interest in and to the Property shall be assigned and sold, free and clear of all liens, claims, encumbrances and security interests, which shall attach to the net proceeds received by the Seller as a result of the sale with the same force and effect that they now have, subject to further Order of the Court.
- C. The sale of the Property shall include personal property, inventory, fixtures, trade fixtures, or other furnishings or equipment located in or on the Property except as set forth in the Real Estate Purchase Contract.
- D. Except to the extent of the applicability of section 1146(c) of the Bankruptcy Code, all sales, transfer and recording taxes, stamp taxes or similar taxes, if any, relating to the sale of a Property shall be the sole responsibility of the Successful Bidder and shall be paid to the Seller at the Closing.
- E. The Seller, at or before the Auction, may impose such other and additional terms and conditions as it may determine to be in the best interests of the Debtor, its estate, the creditors and other parties interest.

- F. The Seller may reject any Bid that in his sole discretion he deems to be: (i) inadequate or insufficient; or (ii) contrary to the best interest of the Seller's estate and creditors. Such rejection may be made at any time prior to Court Approval.
- G. Any and all disputes related or pertaining to or resulting or arising from the marketing process, the Auction, the sale of the Property, and/or the conduct of the Seller, Advisor and/or any of Seller's other professional advisors shall be adjudicated solely by the Court. The submission of a Bid shall constitute an express consent by the Bidder to the exclusive jurisdiction of the Court for all such matters.
- H. Bidder warrants and represents that it is a principal acting on its own behalf, and not as a broker, finder or agent acting on another's behalf. Bidder acknowledges that it will not look to the Seller and/or Advisor and their respective representatives for the payment of any fee or commission. Seller is compensating Advisor pursuant to a separate Bankruptcy Court approved agreement. In addition, Bidder agrees to be responsible for the payment of any fee, commission or other compensation payable to any broker, finder or agent who alleges it has dealt with or through Bidder. Bidder hereby agrees to indemnify, defend and hold the Seller and Advisor and their respective representatives harmless from and against any and all claims, damages, losses and liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation who allege that they have dealt with the Seller and/or Advisor in connection with the Property. Bidder understands that the Seller and Advisor and their respective representatives have not agreed to pay any brokerage commissions, finder's fee or other compensation in connection with Bidder's possible purchase. If Bidder is working with a broker or finder other than Advisor (as defined above), Bidder agrees that Bidder shall be responsible for the payment of any fees, if any, to such broker or finder.
- I. Enforcement: If any party shall seek to enforce or protect its rights under this document or under any document or instrument executed and delivered in connection herewith in any action, suit, or other proceeding, including all bankruptcy cases and proceedings, the prevailing party shall be entitled to receive from the other party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions there from.
- J. Severability: The provisions hereof are severable and the invalidity of any provision hereof will not invalidate any other provision.
- K. Entire Agreement: This document, combined with the non-disclosure agreement, Real Estate Purchase Contract and the Bidder Registration Form, shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind shall not be binding upon either party except to the extent it has been expressly incorporated into this document.
- L. Captions: The captions to sections and subsections of this document are solely for the convenience of the parties, are not a part of this document, and shall not be used for the

interpretation or determination of the validity of this document or any provision hereof.

- M. Notice: Any correspondence or required notice shall be addressed as follows and shall be sent by Certified Mail, Return Receipt Requested, or by FedEx, either of which notices shall be supplemented by facsimile and/or email transmission, and shall be effective as of the date of actual receipt of the Certified Mail or FedEx. Such notice shall be addressed as follows:
1. If to a Bidder, to the Bidder and its attorney (if disclosed on the Offer & Bidder Registration Form) using the contact information set forth on the Offer & Bidder Registration Form.
 2. If to any one or more of Seller, Seller's Counsel, and/or Advisor, then to all of such parties at the addresses set forth in the Definitions section above.

Dated: August 10, 2021

EXHIBIT A
OFFER & BIDDER REGISTRATION FORM

Bidder, _____, hereby:

- Offers to buy the Property for the price of \$_____, pursuant to this Offer & Bidder Registration Form and the terms and conditions of the accompanying Real Estate Purchase Contract, and
- Seeks to become a Qualified Bidder pursuant to the terms and conditions of the Bidding Procedures ("Bidding Procedures") approved in the Chapter 11 bankruptcy proceedings of Azzil Granite Materials, LLC and Magnolia Granite Materials, LLC, substantively consolidated Chapter 11 Debtors and Debtors-in-Possession, Case No.: 19-21764, pending before the United States Bankruptcy Court for the District of New Jersey.

Bidder hereby warrants and represents as follows:

- (a) Bidder has received, reviewed, understands and agrees to abide by the terms and conditions of the Bidding Procedures, the terms and conditions of which are incorporated herein by reference.
- (b) Bidder has received, reviewed and understands the terms and conditions of the standard form "Real Estate Purchase Contract", the terms and conditions of which are incorporated herein by reference.
- (c) To the extent that the words and phrases which are capitalized in this Offer & Bidder Registration Form have been defined in the Bidding Procedures or in the Real Estate Purchase Contract, those definitions are incorporated herein by reference.
- (d) Each Bid made at the Auction shall constitute a binding, irrevocable "Bid" pursuant to the Bidding Procedures.
- (e) Each Bid along with any subsequent Bids is irrevocable pursuant to the terms of the Bidding Procedures.
- (f) Each Bid is and shall be a good faith, bona fide, irrevocable offer to purchase the Property on an all-cash, as-is, where-is basis, with no contingencies.
- (g) Bidder had an opportunity to inspect and examine the Property and to review all other pertinent documents with respect to the Property prior to making its Bid and Bidder relied solely on that review and upon its own investigation and inspection of the Property in making its Bid; and Bidder is not relying upon any written or oral statements, representations, or warranties of the Seller, Seller's Counsel and/or Advisor or any of Seller's other agents or representatives.
- (h) The Successful Bidder shall supplement its Deposit so that immediately following the Auction, its aggregate deposit being held by Seller equals ten percent (10%) of the Successful Bid. **All supplemental Deposits shall be paid by wire transfer or in certified funds or bank cashiers check made payable to Seller.**

- (i) Both the Successful Bidder and the Back-up Bidder shall modify and re-execute the Real Estate Purchase Contract, as appropriate, without varying its terms other than to reflect the terms of the Successful Bid as publicly announced at the Auction.
- (j) Bidder acknowledges that, pursuant to, inter alia, 18 U.S.C. Section 371, it is a federal crime to engage in collusive bidding or to chill the bidding.
- (k) Bidder acknowledges that if it is deemed the Successful Bidder or the Back-up Bidder, it shall appear in Court on the Sale Hearing Date and provide testimony, as needed, as to its Bid, its bona fides, its good faith efforts, etc.

AGREED & ACCEPTED this ____ day of _____, 2021

By: _____

BIDDER I.D.

Bidder's Address: _____

Bidder's Contact: _____

Bidder's Phone & Facsimile Numbers: _____

Bidder's Email Address: _____

Bidder's Tax ID Number: _____

ATTORNEY I.D.

Bidder's Attorney: _____

Bidder's Attorney's Address: _____

Bidder's Attorney's Phone & Facsimile Numbers: _____

Bidder's Attorney's Email Address: _____

BANK REFERENCE

Bank & Bank Contact: _____

Bank Address: _____

Bank Contact's Phone Number: _____

Bank Contact's Email Address: _____

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August 10, 2021
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EXHIBIT B
REAL ESTATE PURCHASE CONTRACT

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of [], 2021 (the “Effective Date”) by and among [], a [State] [corporation, limited liability company] (“Buyer”); **AZZIL GRANITE MATERIALS, LLC**, a New York limited liability company (“Azzil”), **MAGNOLIA ASSOCIATES, LLC**, a New York limited liability company (“Magnolia”) (each of Azzil and Magnolia being referred to herein as a “Company” and collectively, the “Companies”). Each Company may be referred to herein individually as a “Seller” and collectively as the “Sellers.”

WHEREAS, Buyer desires to purchase and acquire certain of the assets, real property and contractual rights of the Companies and the Companies desire to sell such assets, real property and contractual rights to Buyer, free and clear of all Encumbrances, in accordance with Sections 363 and 365 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”) and in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, on June 12, 2019, each of the Companies filed a separate petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey which cases have been designated Azzil Granite Materials, LLC (Case No. 19-21764); and Magnolia Associates, LLC, (Case No. 19-21766); and

WHEREAS, the Assets will be sold pursuant to a “Sale Order” of the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) approving such sale under Section 363 of the Bankruptcy Code and such Sale Order may, at the election of Buyer, include the assumption and assignment of certain executory contracts and the associated liabilities thereunder, under Section 365 of the Bankruptcy Code and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I. **DEFINITIONS**

1.01 Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the following meanings:

(a) “Affiliate” of, or “Affiliated” with, a specified Person or entity means a Person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person or entity.

(b) “Bankruptcy Court Approval” means the entry by the Bankruptcy Court of a final Sale Order granting the Sale Motion and authorizing the transactions contemplated by this Agreement and conveyance, transfer, assignment and delivery free and clear of all claims and Encumbrances.

(c) “Encumbrances” means all liens, encumbrances, mortgages, pledges, security interests, conditional sales agreements, charges, options, preemptive rights, rights of first refusal, reservations, restrictions or other encumbrances or defects in title.

(d) “Environmental Laws” means any and all Laws or agreements with any Governmental Authority relating to (a) the protection, preservation or restoration of the

environment (including, without limitation, ambient air, surface water (including water management and runoff), groundwater, drinking water supply, surface land, subsurface strata, plant and animal life or any other natural resource) or human health or safety, (b) emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes or noxious noise or odor into the environment or (c) the exposure to, or the use, storage, recycling, treatment, manufacture, generation, transport, processing, handling, labeling, production, removal or disposal of any pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes, in each case as amended from time to time and as now or hereafter in effect. The term “Environmental Laws” includes, without limitation, (i) the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Superfund Amendments and Reauthorization Act, the Federal Water Pollution Control Act of 1972, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the Federal Solid Waste Disposal and the Federal Toxic Substances Control Act, the Federal Insecticide Fungicide and Rodenticide Act, the Federal Occupational Safety and Health Act of 1970, the Safe Drinking Water Act, the Atomic Energy Act and the Hazardous Materials Transportation Act and any other comparable or similar applicable state law, in each case as amended from time to time, and any other Laws now or hereafter relating to any of the foregoing, and (ii) any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of, effects of or exposure to any Hazardous Substance.

(e) “Governmental Authority” means any federal, state, local or foreign government, political subdivision or governmental or regulatory authority, agency, board, bureau, commission, instrumentality or court or quasi-governmental authority.

(f) “Hazardous Substances” means any and all substances listed, defined, designated or classified as hazardous, toxic, radioactive or dangerous, or otherwise regulated, under any Environmental Law. The term “Hazardous Substances” includes, without limitation, any substance to which exposure is regulated by any Governmental Authority or any Environmental Law including, without limitation, any toxic waste, pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or petroleum or any derivative or by-product thereof, radon, radioactive material, asbestos or asbestos containing material, urea formaldehyde foam insulation, lead or polychlorinated biphenyls.

(g) “Laws” means any and all federal, state, local or foreign statutes, laws, ordinances, proclamations, codes, regulations, licenses, permits, authorizations, rulings, approvals, consents, legal doctrines, published requirements, orders, decrees, judgments, injunctions and rules of any Governmental Authority, including, without limitation, those covering environmental, Taxes, energy, safety, health, transportation, bribery, recordkeeping, zoning, discrimination, antitrust and wage and hour matters, in each case as amended and in effect from time to time.

(h) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of the Bankruptcy Court, other court of competent jurisdiction, or other Governmental Authority.

(i) “Person” means an individual, partnership, company or corporation (including a business trust), joint stock company, estate, trust, limited liability company, unincorporated association, joint venture or other entity or a Governmental Authority.

(j) “Representatives” means a Person’s officers, directors, employees, equity interest holders, partners, agents and representatives.

(k) “Sale Motion” means the motion or motions of the Companies, seeking approval and entry of the Sale Order.

(l) “Sale Order” shall be an order or orders of the Bankruptcy Court in form drafted by Sellers and substance reasonably satisfactory to Buyer, approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Sellers to consummate the transactions contemplated by this Agreement.

(m) “Site” means the real property and improvements owned by the Companies at 9025 State Route 4, Whitehall, New York.

(n) “NYSDEC Matter” means the New York State Department of Environmental Conservation Case No. R5-20191011-2313.

(o) NYSDEC” means the New York State Department of Environmental Conservation.

1.02 Interpretation. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in Section 1.01 and elsewhere in this Agreement include the plural as well as the singular and vice versa;

(b) the Section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement;

(c) words of the masculine gender in this Agreement shall be deemed and construed to include correlative words of the feminine and neuter genders and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders; and

(d) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II.

ASSETS

2.01 Acquisition of the Assets. Upon the terms and subject to the conditions of this Agreement, and pursuant to Bankruptcy Court Approval, at the Closing each Company agrees to sell, convey, transfer, assign and deliver to Buyer, and Buyer agrees to purchase from such Company, all of such Company’s right, title and interest in and to the following assets, properties, businesses, franchises, goodwill and rights of such Company (collectively, the “Assets”), free and clear of all claims and Encumbrances:

(a) all of such Company’s right, title, estate and interest in and to the Real Property, including without limitation as described on Schedule 2.01(a);

(b) all of the assets comprising such Company's office and scale house located on the Real Property;

(c) all finished and unfinished inventory of each Company located on the Real Property;

(d) the equipment, tools, machinery and other tangible personal property of each Company located on the Real Property, including, without limitation, the items described on Schedule 2.01(d);

(e) to the extent assignable, all right, title and interest of such Company in, to and under the permits, approvals, consents, licenses or other authorizations issued, granted or otherwise made available by or under the authority of any Governmental Authority specifically set forth on Schedule 2.01(e) (the "Permits");

2.02 Non-Assignment of Assets. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not effectuate the assignment or transfer of any Asset if (i) an attempted assignment or transfer thereof, without a Required Third-Party Consent, would constitute a breach, default or violation thereof or of any Law or Order and (ii) the Bankruptcy Court has not entered an Order providing that such Required Third-Party Consent is not required. In such event, such assignment or transfer is subject to such Required Third-Party Consent being obtained, and Sellers shall use their commercially reasonable efforts to obtain the Required Third-Party Consents with respect to any such Asset or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Buyer as Buyer may reasonably request. For the avoidance of doubt, any asset that would be an Asset but is not assigned in accordance with this Section 2.02 shall not be considered an "Asset" for purposes hereof, unless and until such asset is assigned to Buyer following the Closing Date upon receipt of the Required Third-Party Consent and Bankruptcy Court Approval. If such Required Third-Party Consent is not obtained, or if an attempted assignment or transfer thereof would be ineffective, the Companies shall cooperate with Buyer in any reasonable arrangement to provide for Buyer to obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including subcontracting, sublicensing, or sub-leasing to Buyer, or under which the applicable Company would enforce for the benefit of Buyer all of its rights thereunder; provided that Buyer shall reimburse the applicable Company(ies) for any reasonable and documented out-of-pocket expenses incurred by such Company(ies) in connection with such arrangement or enforcement.

ARTICLE III. CONSIDERATION

3.01 Consideration. The purchase price for the Assets shall be [Insert Amount Dollars (\$[.00])] (the "Consideration"). On the Closing Date, Buyer shall pay the Consideration to the Seller, in immediately available funds in accordance with the wiring instructions set forth on Schedule 3.01.

ARTICLE IV. CLOSING

4.01 Closing. The consummation of the purchase and sale of the Assets provided for in this Agreement (the "Closing") shall be held via electronic means on a date thirty (30) days from the Effective Date (the "Closing Date"), time being of the essence with respect to the Buyer, unless another time, date or place is agreed to in writing by the parties. All proceedings to be taken and all documents to be executed and delivered by the parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or

delivered until all have been taken, executed and delivered, and, if the Closing occurs, it shall be deemed to be effective at 11:59 p.m. Eastern Time on the Closing Date.

4.02 Termination. Sellers may terminate all provisions of this Agreement as to all parties, except for this Section 4.02 and ARTICLE XI, by giving written notice if the Closing has not occurred prior to forty-five days from the Effective Date (the "Termination Date"); provided, however, that the Sellers must not have caused such failure to close. Any termination of this Agreement under this Section 4.02(a) will not extinguish or impair the rights of the Sellers to pursue all legal remedies available to it, and no election of remedies will be deemed to have been made.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each Seller, jointly and severally, represents and warrants to Buyer that the statements contained in this ARTICLE V are correct and complete on the date hereof, and will be correct and complete as of the Closing Date (as though made then, with the Closing Date substituted for the date hereof unless the context requires otherwise).

5.01 Due Organization and Qualification. Each Company is a limited liability company, duly organized, validly existing and in good standing under the Laws of the State of New York and is duly authorized and qualified to do business under all applicable Laws and to carry on its business in the places and in the manner as most recently conducted.

5.02 Authorization; Non-Contravention; Approvals.

(a) Each Company has the requisite limited liability company power and authority to execute, deliver and perform this Agreement and the ancillary documents and agreements described herein and to effect the transactions contemplated by this Agreement. The execution, delivery and performance of this Agreement and the performance of the transactions contemplated hereby have been approved by the Bankruptcy Court appointed Plan Administrator of each Company. No additional limited liability company or other proceedings on the part of any Company are necessary to authorize the execution and delivery of this Agreement and the consummation by the Companies of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by each Seller and, assuming the due authorization, execution and delivery hereof by Buyer, constitutes a valid and binding agreement of the Sellers, enforceable against each of them in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by the Sellers do not, and the consummation by the Sellers of the transactions contemplated hereby will not, violate or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the Assets under any of the terms, conditions or provisions of, (i) the Certificate of Formation or Operating Agreement of either Company, (ii) any Law applicable to any Seller or the Assets, or (iii) any contract, note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, lease or other instrument, obligation or agreement of any kind to which any Seller is now a party or by which any Company or the Assets may be bound or affected.

(c) No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any Governmental Authority or third party is necessary for the execution and

delivery of this Agreement by any Seller or to the Closing pursuant to this Agreement.

5.03 Real Property. Magnolia has good, valid and marketable fee simple title to each parcel of the Real Property.

5.04 Permits. The Permits are valid and in full force and effect, and no Seller has received any written notice that any Governmental Authority intends to cancel, terminate, suspend or change any terms of or not renew any such Permit. None of the Permits require notice to, or the consent or approval of any Governmental Authority to the Closing, however transfer of the permits requires submittal of a timely transfer application by Buyer and approval by NYSDEC.

5.05 No Brokers. Except for Keen-Summit Capital Partners LLC (the "Seller's Broker"), no Person has acted, directly or indirectly, as a broker, finder or financial advisor for any Seller in connection with the transactions contemplated by this Agreement and no Person is or will be entitled to any fee or commission or like payment in respect thereof.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Sellers that the statements contained in this ARTICLE VI are correct and complete on the date hereof, and will be correct and complete as of the Closing Date (as though made then, with the Closing Date substituted for the date hereof unless the context requires otherwise).

6.01 Organization. Buyer is a corporation organized, validly existing and in good standing under the Laws of the State of [Insert State], and is duly authorized and qualified under all applicable Laws to carry on its business in the places and in the manner now conducted. Buyer has the requisite power and authority to own, lease and operate its assets and properties and to carry on its business as such business is currently being conducted.

6.02 Authorization; Non-Contravention; Approvals.

(a) Buyer has the full legal right, power and authority to enter into this Agreement and the ancillary documents and agreements described herein and to consummate the transactions contemplated hereby. All proceedings on the part of Buyer necessary to authorize the execution and delivery of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been taken. This Agreement has been duly and validly executed and delivered by Buyer and, assuming the due authorization, execution and delivery by each Seller, constitutes valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

(b) The execution and delivery of this Agreement by Buyer do not, and the consummation by Buyer of the transactions contemplated hereby will not, violate or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of (i) the Articles of Incorporation or Bylaws of Buyer, (ii) any Law applicable to Buyer or any of its properties or assets or (iii) any material note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument, obligation or agreement of any kind to which Buyer is now a party or by which Buyer or any of its properties or assets may be bound or affected.

(c) No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any Governmental Authority is necessary for the execution and delivery of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated hereby.

6.03 No Brokers. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the transactions contemplated by this Agreement and no Person is or will be entitled to any fee or commission or like payment in respect thereof.

ARTICLE VII.

CERTAIN COVENANTS

7.01 Activities Pending the Closing. The parties agree as follows with respect to the period between the Effective Date and the earlier of the Closing or the Termination Date each party will use its commercially reasonable efforts to, and shall cause its respective Affiliates to use their respective commercially reasonable efforts to, take all action and do all things necessary, proper or advisable to satisfy (but not waive) all conditions to Closing and consummate the purchase and sale of the Assets upon the terms set forth in this Agreement.

7.02 Tax Matters. For purposes of the Bankruptcy Cases, the Purchase Price shall be allocated among the Assets and the Sellers based on the allocation schedule attached as Schedule 7.02(a). Notwithstanding such allocation, Buyer may allocate the Purchase Price among the Assets for Tax and financial accounting purposes, including, without limitation, the filing of IRS Form 8594, and all federal, state, local and foreign tax returns, in a manner different from that set forth on Schedule 7.02(a), provided that such allocation is consistent with Code Section 1060 and the regulations thereunder.

7.03 Expenses. Buyer will pay the fees, expenses and disbursements of Buyer and its Representatives, accountants and counsel incurred in connection with the execution, delivery and performance of this Agreement and any amendments hereto and the consummation of the transactions contemplated hereby. The Sellers will pay the fees, expenses and disbursements of them and their respective Representatives, accountants and counsel incurred in connection with the execution, delivery and performance of this Agreement and any amendments hereto and the consummation of the transactions contemplated hereby. The Sellers will also pay any costs associated with Seller's Broker.

7.04 Title Insurance.

(a) The Buyer shall be solely responsible for the fees and expenses for an extended coverage owners policy of title insurance from [Insert Title Company Name] (the "Title Company"), insuring title to each of the parcels of real property comprising the Site and the validity and enforceability of the recorded rights (including, without limitation, rights of way) granted in favor of Magnolia with respect to access to, and use and operation of, the Site (collectively, the "Real Property") to be in Buyer subject only to the exceptions permitted by Section 7.04(b) (each such policy a "Title Policy" and, collectively, the "Title Policies").

(b) Seller shall obtain the entry of an Order in a form acceptable Buyer's Title Company, conveying the transferred assets.

7.05 Asset Transferee. Notwithstanding anything in this Agreement to the contrary, at its sole option Buyer may direct that specifically identified items of the Assets (the "Identified Assets") be conveyed not to Buyer but to an Affiliate of Buyer (the "Asset Transferee"). In such event, to the extent that representations, warranties, covenants and agreements of any Seller made herein apply to the Identified Assets, such representations, warranties, covenants and agreements shall be deemed made for

the benefit of and enforceable by Buyer and the Asset Transferee, jointly and severally.

ARTICLE VIII.
NO SURVIVAL / INDEMNIFICATION

8.01 No Survival of Representations and Warranties. The representations and warranties set forth in this Agreement shall NOT survive the Closing.

8.02 Indemnification for Negligence of Indemnified Party. THE RIGHTS TO INDEMNIFICATION UNDER THIS AGREEMENT INCLUDE RIGHTS TO INDEMNIFICATION FOR THE RESULTS OF AN INDEMNIFIED PARTY'S ACTUAL OR ALLEGED NEGLIGENCE, IF SUCH INDEMNIFIED PARTY WOULD OTHERWISE BE ENTITLED TO INDEMNIFICATION HEREUNDER.

8.03 Brokerage Indemnification. In the event Buyer has entered or enters into an agreement to pay any brokers, placement agents, agents or finders fee arising out of or in connection with the subject matter of this Agreement, Buyer shall be solely responsible for all such fees. Seller and Buyer each hereby indemnifies and agrees to hold harmless the other from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) arising, resulting, sustained or incurred by the other by reason of any claim for any commission or fee by any broker, agent, finder or other person or entity based upon any arrangement or agreement made or alleged to have been made by the indemnifying party in connection with the transaction contemplated under this Contract.

ARTICLE IX.
AS-IS

9.01 'AS-IS', 'WHERE IS' Condition. Except with respect to Restoration Activities, Buyer acknowledges and agrees that (a) the purchase of the Property shall be on an "As Is", "Where Is", "With All Faults" basis, subject to wear and tear from the Effective Date until Closing Date, and (B) except as expressly set forth in this Agreement, Seller has no obligation to repair any damage to or defect in the Property, replace any of the Property or otherwise remedy any matter affecting the condition of the Property. 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, except as otherwise expressly set forth in this Agreement, shall be deemed to have waived, relinquished and released Seller from and against any and all claims, demands, causes of action (including causes of action in tort), 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 at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Property. Seller agrees to maintain the Property in substantially the same condition as it is in as of the date of this Agreement.

9.02 No Reliance on Seller. Buyer is entering into this Agreement on the basis of Buyer's own independent evaluation and investigation, and Buyer does not rely on any statement or representation by Seller or any of Seller's representatives. Notwithstanding anything to the contrary, Seller is not making, and specifically disclaims, any representations, warranties or covenants of any kind or character, express or implied, with respect to the operational, environmental or physical condition of the Property,

including, but not limited to, representations, warranties or covenants as to: (a) matters of title, zoning, permitted uses, tax consequences, physical or environmental conditions (including but not limited to Buyer's phase one environmental assessment), availability of access, ingress or egress, operating projections, valuations, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the operational, environmental or physical condition of the Property; (b) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property; (c) the Property's compliance or non-compliance with environmental laws (meaning all past, present or future federal, state or local laws, statutes, ordinances or regulations applicable to the Property related to the protection of health, safety or the environment) or the presence or absence of hazardous or toxic materials, wastes or substances on, at or under the Property or migrating to or from the Property; or (d) the manner, quality, state of repair or lack of repair of the Property.

9.03 Release of Seller. By accepting Seller's deed at Closing, Buyer irrevocably waives and releases, on behalf of Buyer, Buyer's agents, Buyer's affiliates and all successors in title to the Property, any claims against Seller (and against Seller's members, managers, officers, representatives and Bankruptcy Court appointed Plan Administrator) as owner, operator or otherwise, arising out of or in connection with any conditions, including environmental and subsurface conditions, whether known or unknown, latent or apparent, and whether such claims are based on or sound in contract, tort, statute, common law liability, contribution, indemnity, strict liability or any other theory or cause of action. The provisions of this Article IX shall survive the Closing.

ARTICLE X. MISCELLANEOUS

10.01 Successors and Assigns; Rights of Parties. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of Law) and shall be binding upon and shall inure to the benefit of the parties hereto, the successors of Buyer and each Company, and the respective successors, heirs and legal representatives. Except as provided in Section 7.05 or in this Section 11.01, nothing in this Agreement is intended or will be construed to confer upon or give any Person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby.

10.02 Entire Agreement. This Agreement (including the Schedules and Exhibits attached hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among the Sellers and Buyer and supersede any prior agreement and understanding, written or oral, relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by each Company and Buyer. Any right hereunder may be waived only by a written instrument executed by the party waiving such right.

10.03 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronic transmission of any signed original document and/or retransmission of any signed facsimile or electronic transmission will be deemed the same as delivery of an original. At the request of any party, the parties will confirm facsimile or electronic transmission by signing a duplicate original document.

10.04 Notices. All notices and communications required or permitted hereunder shall be in writing and may be given by overnight courier service (which will be deemed given one business day after the date sent), by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested (which will be deemed given

three business days after deposit), or by delivering the same in person to an officer or agent of such party (which will be deemed given when actually received), as follows:

If to Buyer, addressed to them at:

[]
[]
[]

with a copy to (which shall not constitute notice):

[]
[]
[]

If to the Sellers, addressed as follows:

Robert S. Dowd, Jr., Plan Administrator
Law Offices of Robert S. Dowd, Jr., LLC
100 Challenger Road, Suite 100
Ridgefield Park, NJ 07660

With a copy to:

Daniel M. Stolz, Esq.
Genova Burns, LLC
110 Allen Road, Suite 304
Basking Ridge NJ 07920

or such other address as any party hereto shall specify pursuant to this Section 11.04 from time to time.

10.05 Exercise of Rights and Remedies; Remedies Cumulative. Except as otherwise provided herein, no delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver. No right, remedy or election any term of this Agreement gives will be deemed exclusive, but each will be cumulative with all other rights, remedies and elections available at law or in equity.

10.06 Reformation and Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable, but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10.07 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey (except for its principles governing conflicts of laws).

10.08 Dispute Resolution. The parties hereto irrevocably and unconditionally submit,

regarding any proceeding arising out of or relating to this Agreement, the ancillary documents and agreements described herein, and the transactions contemplated hereby and thereby, to the exclusive jurisdiction of the United States Bankruptcy Court for the District of New Jersey. The parties agree that all claims in respect to such disputes may be heard and determined by such applicable court. Each party also agrees not to (a) attempt to deny or defeat such exclusive jurisdiction, motion or other request for leave from the applicable court or (b) bring any proceeding arising out of or relating to this Agreement, the ancillary documents and agreements described herein, and the transactions contemplated hereby and thereby, in any other court. Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue in, and any defenses of inconvenient form, to the maintenance of, or any proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. The parties hereto agree that a final judgment in any proceeding brought pursuant to this provision shall be conclusive and may be enforced in a manner by law or equity. The parties hereto intend that all foreign jurisdictions will enforce any order of such court in any proceeding arising out of or relating to this Agreement or any related Agreement or the transactions contemplated hereby or thereby. The party irrevocably and unconditionally waives any right it may have to a trial by jury in respect to any proceedings arising out of or relating to this Agreement, the ancillary documents and agreements described herein, and the transactions contemplated hereby and thereby.

ARTICLE XII.

POST-CLOSING

12.01 NYSDEC Matter. Post-Closing, Buyer and Seller agree that Seller and its employees, contractors, agents or other representatives may enter, access and work within those portions of the Property, including but not limited to the southern perimeter road at the Property and the adjoining ponds and slopes and such other areas necessary to continue to undertake and complete work both on the Property and on the adjoining property, as required under the April 20, 2020 Administrative Order on Consent entered in the NYSDEC Matter, including all amendments thereto (such work, the “Restoration Activities”). Buyer and Seller further acknowledge and agree the portions of the southern perimeter road which are located within the mining set-back area will be removed near the conclusion of and as part of the Restoration Activities. Sellers shall bear responsibility for all of the fees, charges, costs, penalties and expenses associated with the Restoration Activities. Buyer shall have the right to observe the conduct of the Restoration Activities, but shall not hinder or interfere with such activities.

12.02 Transfer of Permits. Post-Closing, Buyer and Seller agree to cooperate to apply for and take all efforts necessary to obtain all approvals to the transfer or the Permits from Seller to the Buyer to the extent such a transfer is required.

12.03. Survival of Obligations. The provisions of this Article XII shall survive the Closing.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

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

BUYER

[]

By: _____

Name: _____

Title: _____

SELLERS

AZZIL GRANITE MATERIALS, LLC

By: _____

Name: _____

Title: _____

MAGNOLIA ASSOCIATES, LLC

By: _____

Name: _____

Title: _____

Schedule 2.01(a)
Real Property

Parcel I

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Whitehall, Washington County, New York, more particularly bounded and described as follows:

Bounded on the north by lands now or formerly of Steves; on the east by lands of Steves and U.S. Route 4 and 22; on the south by lands of Brault and lands of Parrott Skeels; and on the west by lands of Eagles Nest LLC. Meaning and intending to describe that portion of Washington County Tax Map Parcel Number 86.-1-18.1, as such parcel exists as of the date of this policy, which is located westerly of such U.S. Route 4 and 22.

The parcel herein described is now (2014) designated as 86-1-18.3 on the Washington County Tax Map.

Parcel II

All that certain parcel of land situate in the Town of Whitehall, Washington County, New York, lying westerly of U.S. Route 4, and being more particularly bounded and described as follows:

Beginning at a stone wall corner marking the southeasterly corner of the herein-described premises, being situate approximately 1200 feet west U.S. Route 4, and being the southwesterly corner of lands conveyed by John and Alice Powers to John and Barbara Brault by deed dated November 10, 1977, and recorded in the Washington County Clerk's Office on November 10, 1977, in Book 463 of Deeds at page 205; running thence from the point of beginning North 83 degrees 39 minutes 30 seconds West along the northerly bounds of lands now or formerly of Francisco and Susan Gregorio and lands now or formerly of Robert and Laura Steves for a distance of 572.54 feet to an angle point in a stone wall; thence North 81 degrees 01 minutes 50 seconds West along the stone wall and said lands of Steves and lands of Arthur Stiles for a distance of 1912.03 feet to a point; thence North 84 degrees 34 minutes 40 seconds West along the stone wall and said lands of Arthur Stiles for a distance of 754.76 feet to the westerly end of the stone wall and said lands of Arthur Stiles for a distance of 754.76 feet to the westerly end of the stone wall at the top of a steep ledge; thence South 88 degrees 38 minutes 20 seconds West along said lands of Arthur Stiles for a distance of 548.12 feet to a concrete monument found marking the southeasterly corner of lands conveyed by Russell J. Collins, et al, to the State of New York by deed dated July 20, 1936, and recorded in the Washington County Clerk's Office on July 24, 1936, in Book 213 of Deeds at Page 424; thence North 56 degrees 05 minutes 50 seconds East along a line of blazed trees and the lands of the State of New York for a distance of 137.49 feet to a concrete monument found; thence North 11 degrees 53 minutes 50 seconds East along a line of blazed trees and the lands of the State of New York for a distance of 412.90 feet to a point situate 25 feet northwesterly at right angles, from the centerline of an existing dirt roadway running from U.S. Route 4 to Dolph Pond; thence northeasterly through the lands of Earl L. Steves and Judith M. Steves the following thirteen courses:

1. North 48 degrees 46 minutes 40 seconds East 140.02 feet;
2. North 64 degrees 16 minutes 20 seconds East 197.17 feet;
3. North 42 degrees 20 minutes 20 seconds East 127.25 feet;
4. North 52 degrees 05 minutes 40 seconds East 147.51 feet;
5. North 66 degrees 33 minutes 10 seconds East 257.62 feet;
6. North 83 degrees 50 minutes 10 seconds East 213.39 feet;
7. South 79 degrees 15 minutes 00 seconds East 109.42 feet;
8. South 68 degrees 58 minutes 50 seconds East 160.11 feet;
9. North 71 degrees 10 minutes 50 seconds East 152.76 feet;
10. North 86 degrees 09 minutes 40 seconds East 96.92 feet;
11. North 60 degrees 05 minutes 10 seconds East 363.11 feet;
12. North 75 degrees 44 minutes 00 seconds East 91.26 feet;
13. North 57 degrees 29 minutes 40 seconds East 311.43 feet;

to a point in the southerly bounds of lands proposed to be conveyed by said Steves to Bruce Graves; the preceding thirteen courses being intended to describe a line 25 feet northwesterly, at right angles, from an existing dirt road; thence South 82 degrees 49 minutes 20 seconds East along the remains of a wire fence marking the southerly bounds of said lands to be conveyed to Bruce Graves for a distance of 347.12 feet to a point at the westerly end of a stone wall, thence South 86 degrees 01 minutes 10 seconds East along the stone wall and said lands to be conveyed to Graves for a distance of 428.85 feet to a point on the easterly end of the stone wall; thence North 89 degrees 19 minutes 10 seconds East along said lands to be conveyed to Graves for a distance of 902.17 feet to a stone wall corner marking the northeasterly corner of the herein-described premises, the southeasterly corner of said lands to be conveyed to Graves, the southwesterly corner of lands now or formerly of Clifford & Thyrza Kinner, and the northwesterly corner of lands of said Steves;

Beginning at an iron rod found marking the point of intersection of the northerly bounds of Dolph Pond Road with the westerly bounds of lands of the party of the first part being also the easterly bounds of lands of the State of New York (Deed Book 213, page 424) and being the northwesterly corner of lands conveyed by Earl L. and Judith M. Steves to Michael B. and Barbara M. Morey by deed dated November 4, 1991, and recorded in the Washington County Clerk's Office on November 6, 1991, in Book 656 of Deeds at page 279; running thence from the point of beginning North 11 degrees 53 minutes 50 seconds East along a line of blazed trees marking said easterly bounds of the lands of the State of New York for a distance of 764.40 feet to a concrete monument found; thence South 86 degrees 04 minutes 00 seconds East along a line of blazed tree marking the southerly bounds of said lands of the State of New York and other lands of the State of New York (Deed Book 213, page 419) for a distance of 808.76 feet to a concrete monument found; thence North 15 degrees 01 minutes 00 seconds East along a line of blazed trees marking the easterly bounds of said lands of the State of New York for a distance of 271.27 feet to an iron rod set in a stone wall; thence South 84 degrees 22 minutes 40 seconds East along the southerly bounds of other lands of the party of the first part (Deed Book 498, Page 1000, fourth parcel) for a distance of 815.18 feet to the easterly end of said stone wall; thence South 81 degrees 27 minutes 10 seconds East along said other lands of Steves for a distance of 254.40 feet to an iron rod found in the northerly bounds of Dolph Pond Road; thence southwesterly along said northerly bounds, being also the northerly bounds of the aforementioned lands of Morey, the following thirteen courses:

1. South 57 degrees 29 minutes 40 seconds West 311.43 feet;
2. South 75 degrees 44 minutes 00 seconds West 91.26 feet;
3. South 60 degrees 05 minutes 10 seconds West 363.11 feet;
4. South 86 degrees 09 minutes 40 seconds West 96.92 feet;
5. South 71 degrees 10 minutes 50 seconds West 152.76 feet;
6. North 68 degrees 58 minutes 50 seconds West 160.11 feet;
7. North 79 degrees 15 minutes 00 seconds West 109.42 feet;
8. South 83 degrees 50 minutes 10 seconds West 213.39 feet;
9. South 66 degrees 33 minutes 10 seconds West 257.62 feet;
10. South 52 degrees 05 minutes 40 seconds West 147.51 feet;
11. South 42 degrees 20 minutes 20 seconds West 127.25 feet;
12. South 64 degrees 16 minutes 20 seconds West 197.17 feet;
13. South 48 degrees 46 minutes 40 seconds West 140.02 feet to the point of beginning.

Together with the Easement Agreement between Eagles Nest, LLC and Magnolia Associates, LLC dated 1/22/2016 and recorded 1/25/2016 in Book 3613 at Page 146.

Schedule 2.01(d)
Personal Property¹

Azzil	Dock	Storage Container
Azzil	Dock	Storage Container
Azzil	Dock	Paving P#1
Azzil	Dock	Paving P#2
Azzil	Quarry	Well and pump
Azzil	Quarry	Scale House / Office
Azzil	Quarry	Road System / Infrastructure.
Azzil	Quarry	Storage Container
Azzil	Quarry	Storage Container
Magnolia	Quarry	Reserves

¹ Please note that a related corporate entity owns the following assets are also located at the dock property owned by New York Canal Corporation and available for lease from that entity: (i) Superior Hopper; (ii) Superior Stacking Conveyor; (iii) Syntron Feeder; (iv) Superior Telescoping Radial Stacker; and (v) Security Camera; which are not included in this purchase and sale transaction, but are available for purchase in a separate transaction in conjunction with this asset purchase agreement. The dock property was formerly leased by a related corporate entity.

Schedule 2.01(e)

Permits

1. New York State Department of Environmental Conservation Mined Land Reclamation Permit Number: 5-5352-00096/00001.

2. New York State Department of Environmental Conservation SPDES Multi Sector General Permit for Stormwater Discharges Associated with Industrial Activity, Number NYR00F784, issued through NYSDEC General Permit Number GP-0-17-004.

Schedule 3.01
Wiring Instructions

Schedule 7.02(a)
Purchase Price Allocation