

AGREEMENT

The date of this Agreement is Nov 17, 1980 and the parties are CARBOLA CHEMICAL CO., INC. having an address at Natural Bridge, New York 13665 ("Seller") and WHITTAKER, CLARK & DANIELS, INC., a corporation organized and existing under the laws of the State of New Jersey, having an office at 1000 Coolidge Street, South Plainfield, New Jersey ("Purchaser").

In consideration of mutual covenants, the parties agree as follows:

1. Subject to the terms of this Agreement, Seller agrees to sell and Purchaser agrees to purchase the land, buildings, fixtures, equipment, described in Exhibit A to this Agreement and referred to below as the "Property." Seller shall reserve to itself for the benefit of its designee, Mr. Edward Smith, timbering rights with respect to the Property except for the portion indicated in red on the attached survey (Exhibit "B"). These rights shall be limited to 15 year hardwood cutting rights for firewood with good conservation practices as may be monitored by a New York State forester, and shall be personal to Mr. Smith. The details of these rights will be the subject of a separate letter of understanding between Seller, Purchaser and Mr. Smith, to be executed at closing. Seller shall also convey to Purchaser mineral rights and appropriate access easements ("the Mineral Rights") to the parcel to be retained by

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Seller consisting of 38[±] acres and indicated in blue on the Survey.

2. The price to be paid to Seller by Purchaser for the Property is \$415,000.00 payable as follows:

(a) \$154,000.00 in certified or cashier's check on the day of closing. Seller acknowledges the receipt of \$5,000.00 toward the purchase price, which is non-refundable.

(b) The balance of \$256,000.00 payable in three payments as follows: \$107,500.00 on April 1, 1981; \$107,500.00 on April 1, 1982; and \$41,000.00 on April 1, 1983, plus interest accrued on outstanding balances, said payments to be secured by a note and mortgage with interest at the rate of eight and one-half percent (8½%) per annum. Seller agrees, at purchaser's option, to subordinate its mortgage to a first mortgage arranged through the Lewis County Industrial Development Agency, not to exceed \$1,000,000.00 the language of such subordination agreement to be in substantially the same form as Exhibit C, attached hereto, and to be acceptable to Seller and Purchaser. Purchaser shall provide Seller with an appropriate bond and mortgage in form acceptable to Seller indicating the following terms:

(i) The Purchaser shall have the privilege of prepayment at anytime after March 1, 1981, without penalty;

(ii) The mortgage shall be freely assumable, provided that Purchaser will remain fully liable on the bond and any assumption agreement will contain language satisfactory to Seller reciting Purchaser's continued obligation.

3. Seller shall deliver to Purchaser or its attorneys, Bond, Schoeneck & King, with offices at One Lincoln Center, Syracuse, New York, at least thirty days prior to closing of title,

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an abstract of title covering a period of at least 40 years and beginning with a warranty deed or other source of title reasonably satisfactory to Purchaser, receipted current tax bills and an updated survey of the Property certified to Purchaser or their designee to be corrected by a licensed land surveyor showing a good and marketable title in fee simple to be vested in Seller free and clear of all liens and encumbrances except easements and restrictions of record, so long as the title is not rendered unmarketable and the Property is not restricted from operation as a grinding and mining facility. The survey shall show no facts which would render the title unmarketable.

4. Interest, taxes and charges for water, fuel, electricity and sewers which cannot be read by meter on the Closing date are to be apportioned between Seller and Purchaser as of the closing date.

5. The transfer of title shall be completed in the offices of Bond, Schoeneck & King, One Lincoln Center, Syracuse, New York, on or about November 30, 1980 or at such later date as may be agreed upon by the parties, at which time the Seller shall convey to Purchaser by warranty deed with lien covenant a good and marketable title in fee simple to the Property and the Mineral Rights together with full warranty Bills of Sale, Assignments of all licenses and/or permits, if any and other instruments of conveyance which are required by Monroe Abstract & Title Corporation to effectively transfer the Property and Mineral Rights to Purchaser.

6. Seller warrants, represents and covenants as follows:

(a) At the time of closing it will own the Property in fee simple and will have the power and authorization to convey title to the Property in accordance with this Agreement;

(b) The Property is unzoned and no governmental consents, permits, approvals, or certificates of occupancy (including subdivision approval) were obtained to operate the Property or are currently needed to complete this conveyance;

(c) The Property, as operated by Seller, complies with OSHA and Federal Mining Safety requirements and Seller has not been cited for any violation of any environmental laws, ordinances, orders, rules and regulations;

(d) Litigation is pending which could result in judgments against the Property. Such judgments will be satisfied by the time of closing;

(e) All gas, sewer, water and other utility lines or services used by Seller in the operation of the Property are located on the Property;

(f) Except as otherwise provided in this Agreement, the representations and warranties set forth in this paragraph shall be deemed made and effective as of the closing. Transfer of title is contingent upon the representations and warranties of Seller contained in this Agreement being true and complete in all material respects as of the time of closing.

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7. Seller authorizes Purchaser to enter the Property prior to closing on the following conditions:

(a) Such entry shall be made by Purchaser, at Purchaser's option, to repair, refurbish, remodel and improve the Property as follows:

(i) heating system in office to be made operational;

(ii) main mill building to be closed in;

(iii) additional electrical service to Property to be established.

These changes are called "Improvements" below.

(b) If the Closing does not take place for any reason, all Improvements made by Purchaser shall remain the sole property of Purchaser. In such event, Purchaser shall have the option of removing said Improvements without injury to the Property, and such removal shall be accomplished within sixty (60) days after notice from Purchaser or Seller that the Agreement is null and void.

(c) Purchaser agrees that it and not Seller will be responsible for safeguarding the Improvements prior to the closing date, and for any damages it may cause to the Property in connection with installation of the Improvements.

(d) Purchaser agrees to notify Seller of locations on the Property where Improvements are to be made so that Seller can have a reasonable time to remove or store elsewhere items of Seller's property which can be moved without unreasonable effort or expense.

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8. Upon any purchase money mortgage given, Purchaser agrees to pay the usual mortgage tax and recording fee. Seller shall pay the real estate transfer tax.

9. The representations and warranties made by Seller shall survive the closing and Seller shall indemnify and hold Purchaser harmless for and from any and all damages, claims or losses sustained as a result of any breach of representation or warranty.

10. Except as otherwise provided in Paragraph 7, Seller shall have full responsibility for the Property and shall have all the risks, expenses and benefits of it until the date of closing and passage of title to Purchaser.

11. Seller and Purchaser represent to each other that neither it nor its agents have employed or used any broker or finder in connection with the sale of the Property.

12. This Agreement expresses the entire agreement of the parties regarding the sale of the Property and related matters, and all prior understandings and agreements have no further effect.

13. This Agreement may be assigned by the Purchaser without the prior written consent of the Seller except that if this Agreement is assigned by the Purchaser, Purchaser shall guarantee in form satisfactory to Seller all obligations assumed by the Assignee with respect to this Agreement.

14. This Agreement may not be changed or terminated orally. The provisions of this Agreement shall bind the successors, assigns and legal representatives of the parties.

The parties have executed this Agreement as of the date first written above.

CARBOLA CHEMICAL CO., INC.

BY Edward R. Smith

WHITTAKER, CLARK & DANIELS, INC.

BY Joshua H. Bennett

STATE OF NEW YORK)
COUNTY OF Essex) ss.:

On this 17 day of November, 1980 before me personally came EDWARD R. SMITH to me known, who being by me duly sworn, did depose and say that he resides in Natural Bridge, New York, that he is the President of CARBOLA CHEMICAL CO., INC. the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Michele A. Stunzi
Notary Public

MICHELE A. STUNZI
Notary Public, State of New York
4609283 Essex County
Commission Expires March 30, 1981

STATE OF NEW YORK)
COUNTY OF Jefferson) ss.:

On this 19 day of December, 1980 before me personally came Joshua H. Bennett to me known who being by me duly sworn did depose and say that he resides in Middletown Parkway Trunk New Jersey; that he is the Sec'y. of WHITTAKER, CLARK & DANIELS, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Paula L. Lipton
Notary Public

PAULA L. LIPTON
Notary Public in the State of New York
Qualified in Jefferson Co. No. 41146
My Commission Expires March 30, 1982

AM. DEED
SCHEDULE "A"PARCEL I

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Diana, County of Lewis and State of New York, and further described as follows:

BEGINNING at a concrete monument found in the northerly highway limits of N.Y.S. Route 3, said concrete monument is situate North $71^{\circ} 54'$ West along the northerly highway limits of N.Y.S. Route 3, a distance of 725.1 feet from a concrete monument found at an angle point in said highway limits, said last mentioned concrete monument is situate North $73^{\circ} 17'$ West along the northerly highway limits of N.Y.S. Route 3, a distance of 109.8 feet from a concrete monument found at an angle point in said highway limits, said last mentioned concrete monument is situate North $82^{\circ} 09'$ West along the northerly highway limits of N.Y.S. Route 3, a distance of 88.3 feet from the intersection of the northerly highway limits of N.Y.S. Route 3 and the westerly margin of lands now or formerly owned by the Penn Central Transportation Co., said point of beginning also being the intersection of the northerly highway limits of N.Y.S. Route 3 and the most easterly property line of the parcel of land conveyed by Adelaide B. Montondo to Miguel Rodriguez by deed recorded in the Lewis County Clerk's Office in Liber 337 at Page 48 on September 19, 1973;

thence North $35^{\circ} 33'$ East along the Rodriguez easterly property line a distance of 166.3 feet to an iron pipe found;

thence North $56^{\circ} 10'$ West along the Rodriguez northerly property line a distance of 208.6 feet to an iron pipe found;

thence South $32^{\circ} 49'$ West along the Rodriguez westerly property line a distance of 228.3 feet to a rod found in the abandoned centerline of the former State Highway;

thence in a generally northwesterly direction along the abandoned centerline of the former State Highway a distance of 257.5 feet to an iron pipe found in the most southeasterly corner of the parcel of land conveyed by International Talc Company, Inc. to Richard W. Lozo and Carol Lozo by deed recorded in the Lewis County Clerk's Office in Liber 314 at Page 443 on 2/18/71;

thence North $33^{\circ} 38'$ East along the Lozo easterly property line a distance of 160.0 feet to a rod found;

thence North $56^{\circ} 28'$ West along the Lozo northerly property line a distance of 125.0 feet to an iron pipe found;

SCHEDULE "A" (Continued)

CONTAINING 351.01 acres of land more or less.

TOGETHER with a 100 foot Right of Way along the existing railroad siding which crosses the 30.45 acre parcel which is to be retained by Carbola Chemical Co., Inc., said Right of Way is as shown on the map titled "Survey Map of the Land of Carbola Chemical Co., Inc., N.Y.S. Route 3, Town of Diana, County of Lewis, State of New York", prepared by Bernier, Peck & Gozalkowski, Watertown, New York and dated December 11, 1980.

PARCEL II

TOGETHER with mineral rights excluding sand and gravel in and to the following described parcel of land:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Diana, County of Lewis and State of New York bounded and described as follows:

BEGINNING at a concrete monument located at the intersection of the northerly highway limits of N.Y.S. Route 3 and the westerly margin of lands now or formerly owned by the Penn Central Transportation Co.;

thence along the northerly limits of N.Y.S. Route 3 the following three courses and distances:

- (1) North 82° 09' West, 88.3 feet;
- (2) North 73° 17' West, 109.8 feet, and
- (3) North 71° 54' West, 464.5 feet;

thence North 31° 06' East, a distance of 1366.3 feet to a point;

thence South 58° 54' East, a distance of 2036.3 feet to the northerly margin of lands now or formerly owned by the Penn Central Transportation Co.;

SCHEDULE "A" (Continued)

thence North 82° 38' West along the northerly margin of lands now or formerly owned by the Penn Central Transportation Co., a distance of 821.7 feet to a point;

thence in a generally southwesterly direction along the northerly margin of lands now or formerly owned by the Penn Central Transportation Co., a distance of 1143.4 feet to the point and place of beginning, containing 30.45 acres of land, more or less.

Also conveying an easement for ingress and egress in and over the parcel just described as may be reasonably necessary for party of the second part to exercise its mineral rights, such ingress and egress to be carried out in a manner that minimizes to the extent possible disruption and interference of the interest of party of the first part. The mineral rights herein conveyed shall be exercised in accordance with good and prudent standards of the industry and shall be in full compliance with all local, state and federal laws, rules and regulations.

In exercising its mineral rights, party of the second part shall have the absolute and unlimited right to disrupt the sand and gravel rights retained by party of the first part. If, in the sole opinion of party of the second part in its good faith exercise of its mineral rights, it becomes necessary, party of the second part may render useless the sand and gravel rights retained by party of the first part.

SCHEDULE "A" (Continued)

thence South 33° 38' West along the Lozo westerly property line, passing through an iron pipe found at 141.9 feet and continuing a total distance of 160.0 feet to a point in the centerline of the Old State Road;

thence in a generally northwesterly direction along the centerline of the Old State Road a distance of 525.3 feet to a point;

thence North 5° 53' West passing through an iron pipe found at 27.6 feet and continuing a total distance of 864.6 feet to a point;

thence North 5° 06' West passing through a stump at 1147.4 feet and continuing a total distance of 1158.0 feet to a point;

thence South 85° 40' 30" West a distance of 581.4 feet to an iron pipe found;

thence North 3° 16' 30" West a distance of 1764.0 feet to a nail set in a tree;

thence North 7° 55' 30" West a distance of 563.5 feet to an iron pipe found;

thence South 45° 19' East a distance of 2533.9 feet to an iron pipe found;

thence North 42° 24' East a distance of 1434.6 feet to an iron pipe found;

thence South 47° 57' 30" East a distance of 5120.8 feet to an iron pipe found;

thence South 50° 01' West a distance of 894.6 feet to an iron pipe found in the northerly margin of the land of the Penn Central Transportation Co.;

thence in a generally southwesterly direction along the Penn Central Transportation Co. northerly margin a distance of 1286.7 feet to a point, said margin being 40 feet northerly of and parallel to the centerline of the existing tracks;

thence North 58° 54' West a distance of 2036.3 feet to a point;

thence South 31° 06' West a distance of 1366.3 feet to a point in the northerly margin of N.Y.S. Route 3;

thence North 71° 54' West along the northerly margin of N.Y.S. Route 3 a distance of 260.6 feet to the point of beginning.