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Electronically Filed In TPUC Docket Room August 13, 2019 at 4:19 p.m.

August 13, 2019

VIA HAND DELIVERY

Hon. Robin L. Morrison, Chairman
c/o Ectory Lawless, Docket Room Manager
Tennessee Public Utilities Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243

RE: ***Expedited Petition of Sontara Old Hickory, Inc. for Approval of an Asset Purchase Agreement and for the Issuance of a Certificate of Convenience and Necessity***
TPUC Docket No. 19-00071

Dear Chairman Morrison:

Attached for filing please find the *Expedited Petition of Sontara Old Hickory, Inc. for Approval of an Asset Purchase Agreement and for the Issuance of a Certificate of Convenience and Necessity*, including exhibits and pre-filed testimony.

As required, an original and thirteen (13) hard copies of the Petition and supporting documentation will follow. We have also enclosed a check in the amount of $25.00 for the required filing fee. Please note that Exhibits A, I, K, L, and M to the Application are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibits A, I, K, L, and M are attached.

For the reasons set forth within the Petition, the parties are requesting that this matter be considered on an expedited basis.

An extra copy of this cover letter will also follow to be filed-stamped for our records. Should you have any questions concerning this filing or require additional information, please do not hesitate to let me know.

Very truly yours,

BUTLER SNOW LLP

Melvin J. Malone

Attachments
cc: Nashville Metro Water Services

The Pinnacle at Symphony Place
150 3rd Avenue South, Suite 1600
Nashville, TN 37201

MELVIN J. MALONE
615.651.6705
melvin.malone@butlersnow.com

T 615.651.6700
F 615.651.6701
www.butlersnow.com

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE

IN RE:

EXPEDITED PETITION OF SONTARA OLD HICKORY, INC. FOR APPROVAL OF THE ACQUISITION OF THE SYSTEM AND FOR THE ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY	))))))	**DOCKET NO. 19-00071**

EXPEDITED PETITION OF SONTARA OLD HICKORY, INC. FOR APPROVAL OF AN ASSET PURCHASE AGREEMENT AND FOR THE ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Pursuant to Tenn. Code Ann. §§ 65-4-201 and 65-4-107, Sontara Old Hickory, Inc. ("Sontara") submits this Expedited Petition seeking both the approval of the acquisition[1] of the water and wastewater system owned by E.I. du Pont de Nemours and Company ("DuPont") by Sontara and the granting of a Certificate of Convenience and Necessity to Sontara, with its accompanying privilege and franchise, to own and operate the water and wastewater system and to serve DuPont's current water and wastewater customers and the DuPont Campus.[2] As set forth below, the approval of the acquisition is necessary and proper for the public convenience and properly conserves the public interest. Therefore, the issuance of a Certificate of Convenience and Necessity, with its accompanying privilege and franchise, to Sontara will serve the public interest as well. For the reasons and support that follow, Sontara requests that the Tennessee

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[1] A copy of the Asset Purchase Agreement (the "Purchase Agreement") between Sontara and DuPont is attached as **Confidential Exhibit A, submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY,** to this Expedited Petition. The scope of the Purchase Agreement is beyond that of the acquisition of the water and wastewater system. This Petition addresses the Purchase Agreement as related to the purchase of these specific water and wastewater assets, including the associated real property.

[2] DuPont's currently and previously owned Old Hickory site property is collectively referred to herein as the DuPont Campus.

Public Utility Commission ("TPUC" or "Commission") approve this Expedited Petition. Due to the impending closing of the transaction, coupled with the public interest, Sontara hereby requests that this Petition be considered on an **expedited** basis on or before September 9, 2019.

I. SONTARA

A. Sontara Old Hickory, Inc.

Sontara Old Hickory, Inc. is a Delaware corporation with its principal place of business at 326 Old Swinging Bridge Road, Old Hickory, Tennessee 37138. Sontara currently operates a plant for the manufacture of nonwoven fabrics, which is located on leased premises in Old Hickory, Tennessee ("Sontara Plant") owned by DuPont. The Sontara Plant, as well as the facilities of two (2) other companies on neighboring premises on the DuPont Campus, is provided with water and wastewater services from dedicated assets owned and operated by the landlord, DuPont. Approximately eighty percent (80%) or more of the water and wastewater services provided by DuPont to these three (3) industrial customers is provided to and consumed by Sontara.

Sontara's corporate organizational chart showing each officer and other key personnel is attached hereto as **Exhibit B**. A list of Sontara's owners is attached hereto as **Exhibit C.** Information regarding Sontara's affiliate companies is included as **Exhibit D**. Copies of Sontara's corporate documents are included as **Exhibit E**. Sontara's license to engage in business within the State of Tennessee is included as **Exhibit F**.

All correspondence and communication regarding this Expedited Petition should be sent to the following:

Jeff Adams
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory TN 37138
Office: (615) 526-1600
Jeff.Adams@jacob-holm.com

Melvin J. Malone
J.W. Luna
Butler Snow LLP
The Pinnacle at Symphony Place
150 Third Avenue South, Suite 1600
Nashville, TN 37201
Office: (615) 651-6700
JW.Luna@butlersnow.com
Melvin.Malone@butlersnow.com

B. DuPont

DuPont is a Delaware company with its principal place of business at 974 Centre Road, Wilmington, DE 19805. DuPont's Old Hickory address is 1002 Industrial Road, Old Hickory, TN 37138. DuPont owns and operates a water and wastewater system (the "System") that provides services to its own facilities and three (3) sophisticated, industrial customers, namely Sontara Old Hickory, Inc., Fiberweb, LLC, and 3M.[3] Sontara currently leases the land from DuPont and operates a manufacturing business in Sontara's facilities, which were previously used by DuPont to operate its own plant, while the other two (2) industrial customers operate manufacturing businesses on property and in facilities previously owned or leased by Dupont but, we understand, are now owned by these respective customers. The System does not service any residential customers or other non-residential entities. Hence, generally, it appears that the water and wastewater infrastructure used to service the three (3) industrial customers was

[3] To the best of Sontara's knowledge, DuPont provides storm water only services to another industrial company also located on the DuPont Campus.

apparently initially deployed by DuPont for the sole purpose of servicing facilities then owned and operated by DuPont.[4]

II. PROPOSED SERVICE AREA

The proposed service area is the DuPont Campus. The three (3) industrial customers currently provided water and wastewater services by DuPont are located on the DuPont Campus at the following addresses: (1) Sontara at 328 Old Swinging Bridge Road, Old Hickory, Tennessee 37138: (2) Fiberweb, LLC at 70 Old Hickory Boulevard, Old Hickory, TN 37138; and (3) 3M at 400 Swinging Bridge Road, Old Hickory, TN 37138. The location of the proposed service territory and the System, including any limited areas in which Sontara will provide water and wastewater services to DuPont subsequent to the acquisition, are generally shown on the map attached hereto as **Exhibit G.**

The provider that generally provides water and wastewater services to the area near the DuPont Campus is Metropolitan Nashville Water Services. As shown in **Exhibit H,** Metropolitan Nashville Water Services has expressed that it does not provide service to the proposed service area and has no desire or intent to provide water or wastewater services to the proposed service area.

III. DESCRIPTION OF THE TRANSACTION

A. Transaction Details

DuPont no longer desires to operate and maintain the System, and the Sontara Plant and others on the DuPont Campus are dependent upon the availability of sustained water and wastewater services. As set forth in the Purchase Agreement, Sontara and DuPont have determined that it is in the best interest of both DuPont and those served by the System for

[4] It appears that since DuPont deployed and operated the System to serve property and facilities that it owned and operated, DuPont may have then determined that it was not a "public utility."

Sontara to acquire the System. Therefore, DuPont desires to sell all of the assets that constitute or are used in furtherance of the System to Sontara (the "Purchased Assets"[5]).

After approval of this Petition, it is anticipated DuPont and Sontara will close the acquisition transaction set forth in the Purchase Agreement, under which Sontara has agreed to purchase from DuPont the Purchased Assets of the System. Under the terms of the Purchase Agreement, the Purchase Price for the System assets, Redacted [redacted].[6] The Purchase Price is further addressed in the Pre-filed Direct Testimony of Sontara's witness Jeffery A. Adams (the "Pre-filed Testimony"). *See* **Confidential Exhibit I, submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY.**

The Purchase Agreement also provides that Sontara will continue to provide service to the System customers at rates not to exceed the rates that are currently established until such time as different rates may be submitted to and approved by the Commission.

As part of the consideration for the purchase of the System, and as set forth in the Purchase Agreement, the Purchased Assets of the System includes, but is not limited to, all Parcels including easements, rights-of-way or rights granted to DuPont in furtherance of the

[5] As used in the Petition, the term "Purchased Assets" shall include those assets as set forth in Section 2.1 of Article 2 of the Purchase Agreement.

[6] The capitalized terms used in this Expedited Petition shall have the meaning set forth within the Purchase Agreement and all documents executed in connection with the Purchase Agreement.

operation of the System. The following supporting documentation will be submitted to the Commission upon closing: (1) copies of all recorded warranty deeds for the Parcels being transferred to Sontara; (2) copies of the Bill of Sale for all tangible and intangible personal property being transferred to Sontara; and (3) copies of all easements and any other transferable property rights being transferred to Sontara.[7]

B. Description of the System

A description of the wastewater portion of the System is outlined below:

- Currently utilizing a hydraulic system and associated basins. The wastewater operations primarily function as a holding and suspended solids settling and isolation unit, with a functioning clarifier as well. The unit discharges to a further settling and retention basin, before discharge back to the Old Hickory Lake.
- The unit takes process discharge from two industrial operations, and storm run-off discharge from those operations, as well as two additional industrial operations. All of the industrial operations are contiguous to each other, on the DuPont Campus.
- The hydraulic and settling capacity of the unit is beyond the combined, expected process and storm water discharge flows of those currently on the System, with no planned additional load.
- The final retention basin discharge, and intermediate monitoring locations of discharge from the wastewater treatment plant, as well as direct process discharge from one of the operations, are all covered under a single NPDES Permit from TDEC. With the sale of the water operations from DuPont to Sontara, there will be no change in any aspect of the requirements of the NPDES permit compliance, other than the ownership and operations responsibilities. The NPDES permit will be transferred to Sontara.

A description of the water portion of the System is outlined below:

- Producing Potable Water from Raw Water extracted from the Old Hickory Lake.
- Plant is a Filtration type treatment plant.
- Capacity is limited by water withdrawal allowance from the USACE, of 11 MGD maximum. Current usage is approximately 7 MGD. Service is metered.
- Current users' water withdrawal levels on the System are approximately 11,000,000 gallons per day.

[7] The assignment of easements form is attached to the Purchase Agreement as Exhibit 6.2(d), and the current draft of the transferred easements list is attached as Exhibit 2.1(a)(xi).

C. Transaction Closing

Assuming the Petition is approved by the Commission on or before September 9, 2019, the parties anticipate closing the transaction and transferring the System to Sontara on or before Redacted.

IV. SONTARA's TECHNICAL, MANAGERIAL AND FINANCIAL ABILITY

Sontara is a member of the Jacob Holm & Sons AG corporate group a/k/a/ the Jacob Holm Group and is a wholly-owned subsidiary of Jacob-Holm & Sonner Holding A/S. The Pre-filed Testimony in support of this Petition demonstrates Sontara's technical, managerial and financial ability. *See* **Confidential Exhibit I, submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY.**

A. Technical

In connection with its acquisition of the System, Sontara will hire approximately six (6) DuPont employees who currently operate and maintain the System. Moreover, and as outlined more specifically in the Pre-filed Testimony, Sontara currently has several employees who are certified to operate and maintain the System and who have previously operated and maintained water and wastewater systems. Sontara's technical contact person with respect to the operation of the System is:

Todd McCoy
Safe Health and Environmental Utilities and Converting Manager
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, TN 37138
(615) 526-2207
Todd.mccoy@jacob-holm.com

The requisite permits from Redacted Redacted related to the System are currently in DuPont's name. A copy of DuPont's National

Pollutant Discharge Elimination System ("NPDES") permit is attached hereto as **Exhibit J.**[8] Upon closing, Sontara will submit to the Commission a copy of its formal request to Redacted for DuPont's NPDES permit to be transferred to Sontara.

B. Managerial

As set forth more specifically in the Pre-filed Testimony, Sontara possesses the requisite managerial acumen and experience to effectively and successfully own and operate the System. The operations of the System will be part of Sontara's larger manufacturing operations that has operated successfully at the current location for many years, with a substantial structure of industrial management and experienced professional personnel. As outlined in the Pre-filed Testimony, this staff includes several individuals with experience operating manufacturing operations with water services similar to those provided by the System. There are also engineering and maintenance managers in place, with past experience in oversight of support for water services operations. There are also engineering and maintenance managers in place, with past experience in oversight of support for wastewater services operations.

Information regarding officers and key utility staff that demonstrate managerial ability is set forth in the Pre-filed Testimony. *See* **Confidential Exhibit I, submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY.**

C. Financial

As set forth more specifically in the Pre-filed Testimony, Sontara possesses the requisite financial capability to effectively provide water and wastewater services. As with the managerial expertise, the operations of the System will be part of Sontara's much larger manufacturing operations, with an established financial structure in place to support the System. Sontara's most recent unaudited financial statement is attached hereto as **Confidential Exhibit K, submitted**

[8] Exhibit 2.1(a)(x) of the Purchase Agreement lists the transferred permits.

UNDER SEAL as CONFIDENTIAL AND PROPRIETARY. Attached as **Confidential Exhibit L submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY** are Sontara's pro formas for the System for the next three (3) years. Sontara is in the process of complying with TPUC Rule 1220-04-13-.07 and will submit proof of compliance well before the hearing regarding this application. Finally, Sontara will comply with TPUC Rule 1220-04-13-.17 (2) (e) (3).[9]

V. PROPOSED REGULATORY TREATMENT

The three (3) affected sophisticated, industrial customers of the System currently have written agreements with DuPont for the water and/or wastewater services provided by DuPont. It is our understanding that the negotiated rates set forth in these service agreements are based on actual costs.[10] Recognizing the longstanding service provider relationship between DuPont and its water and wastewater customers, Sontara has or will enter into similar agreements with the current customers. *See* **Confidential Exhibit M, submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY.**[11] Sontara herein commits to not exceed the rates established with existing users until such time as different rates may be submitted to and approved by the Commission.[12] As part of the closing of the Purchase Agreement, Sontara and DuPont will enter into a similar negotiated written agreement for any water and wastewater services to be provided to DuPont subsequent to the acquisition on terms substantially similar to

[9] *See also* Section VI of this Application.
[10] As noted earlier herein, approximately eighty (80%) of the water and wastewater services provided by DuPont to these three (3) customers is provided to and consumed by Sontara.
[11] Exhibit 6.5 of the Purchase Agreement provides for certain customer consents to the assignment of their respective agreements with DuPont, and Exhibit 2.1(a)(ix) lists the transferred contracts.
[12] Assuming that anticipated efficiencies are realized going forward, it is possible that the rates charged by Sontara may actually be lower than the rates charged by DuPont.

those in place today between DuPont and Sontara.[13] A copy of Sontara's proposed tariff is attached hereto as **Exhibit N.**

VI. PUBLIC INTEREST

In addition to Sontara, the other two (2) industrial customers affected by this Petition and impending transaction have been notified of the proposed transaction, and will be provided notice of this application upon filing. *See* **Exhibit O.** The affected customers will also be notified of this Petition pursuant to the Commission's notice requirements. Sontara will notify the System customers with, among other things, a summary of any proposed changes, along with the Commission's date for the Hearing on the merits.

The Jacob Holm Group, including Sontara, has operated in Tennessee in good standing for sustained periods of time, has contributed to its overall economy and well-being, and has received safe and reliable water and wastewater services from the System at reasonable rates. Moreover, DuPont has successfully maintained the System and its operations, including satisfying the requirements of Redacted. Combined, the manufacturing operations of the three (3) industrial customers currently served by the System provide approximately 700 jobs in Middle Tennessee. Therefore, it serves the public interest to have the System to remain operable to serve Sontara, Fiberweb, LLC, 3M, and the remainder of the DuPont Campus.

The Applicant is familiar with and will adhere to all applicable Commission policies, rules, and orders governing the provision of water and/or wastewater service in the proposed service area.

[13] It is anticipated that Sontara will provide DuPont with a limited water and wastewater services for short period subsequent to the acquisition.

VII. CONFIDENTIAL INFORMATION AND PROTECTIVE ORDER

Also attached for entry by the Commission in this matter is a proposed Protective Order, which is necessary to facilitate the production of various information related to this Expedited Petition. *See* **Exhibit P.**

VIII. CONCLUSION

For the foregoing reasons, Sontara Old Hickory, Inc. respectfully requests the Commission to approve the acquisition of the System and to grant it a Certificate of Public Convenience and Necessity on an expedited basis, authorizing it to provide water and/or wastewater service in the proposed service area.

WHEREFORE, Sontara hereby request that the Commission:

(1) Approve the acquisition of the System as necessary and proper for the public convenience and properly conserving, promoting and protecting the public interest;

(2) Issue a Certificate of Convenience and Necessity to Sontara, with its accompanying privilege and franchise, which will permit Sontara to serve the current water and wastewater customers served by the System, as well as the remainder of the DuPont Campus, as this will serve and promote the public interest;

(3) Approve accounting and rate base treatments that reflect the full Purchase Price for the System, plus ensure future rate base determinations will be consistent with the value of the full Purchase Price;

(4) Grant such approvals as may be necessary to consummate the acquisition of the System by Sontara and permit the operation thereof by Sontara on the terms described in the Purchase Agreement, including all necessary licenses, permits and franchises to provide water and wastewater services;

(5) Grant all such approvals and authorizations that are necessary to consummate the Purchase Agreement and to provide service to all customers acquired as a result of the referenced transaction, including the ability to serve those customers and the DuPont Campus in accordance with the rules, regulations, rates and charges set forth in the proposed tariff.

Respectfully submitted,

BUTLER SNOW LLP

By: _____

J.W. Luna
Melvin Malone
Madison Coburn Keyes
The Pinnacle at Symphony Place
150 Third Avenue South, Suite 1600
Nashville, TN 37201
(615) 651-6700 (Office Telephone)
JW.Luna@butlersnow.com
Melvin.Malone@butlersnow.com
Madison.Keyes@butlersnow.com

COUNSEL FOR SONTARA OLD HICKORY, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served via either U.S. Mail, postage prepaid, or electronically to the following this 13th day of August, 2019.

Scott Potter
Nashville Metro Water Services
1600 2nd Avenue North
Nashville, TN 37208

EXHIBIT A

PUBLIC VERSION

EXECUTION VERSION

ASSET PURCHASE AND SALE AGREEMENT

By and Between

DUPONT SPECIALTY PRODUCTS USA, LLC

and

SONTARA OLD HICKORY, INC.

Dated August 6, 2019

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ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement is made this 6th day of August, 2019, by and between DuPont Specialty Products USA, LLC, a limited liability company formed and existing under the laws of Delaware (***"Seller"***) and Sontara Old Hickory, Inc. (f/k/a Jacob Holm Opco Inc.), a company organized and existing under the laws of Delaware (***"Buyer"***).

RECITALS

WHEREAS, Buyer and/or its Affiliates desire to purchase from Seller and/or its Affiliates, the Purchased Assets, for the consideration and on the terms set forth in this Agreement; and

WHEREAS, Seller and/or its Affiliates desire to sell to Buyer and/or its Affiliates, the Purchased Assets, for the consideration and on the terms set forth in this Agreement.

NOW THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Buyer and Seller hereby agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings specified or referred to in this Article 1:

"Access Agreements" – means (a) the Seller Access Agreement in the form attached hereto as **Exhibit 1(A)** to be entered into by Seller and Buyer at or prior to the Closing, (b) the Buyer Access Agreement in the form attached hereto as **Exhibit 1(B)** to be entered into by Seller and Buyer at or prior to the Closing and (c) the Property Access Agreement in the form attached hereto as **Exhibit 1(C)** to be entered into by Seller and Buyer at or prior to the Closing.

"Active Employees" – means those Employees identified on **Exhibit 1(L)** that are not Inactive Employees.

"Affiliate" – means, with respect to any Person, (a) any other Person directly or indirectly controlling, controlled by or under common control with such first Person, (b) any officer, director, general partner, member or trustee of such Person or (c) any Person who is an officer, director, general partner, member or trustee of any Person described in clause (a) or (b) of this sentence. For purposes of this definition, the terms "control," "controlling," "controlled by" or "under common control with" shall mean the possession, direct or indirect, of the power to control the management of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" – means this Asset Purchase and Sale Agreement, including all **Exhibits**, **Seller's Disclosure Schedules** and **Buyer's Disclosure Schedules** hereto, as amended, modified or supplemented from time to time in accordance with its terms.

"Appropriate Remediation Standard" – is defined in Section 8.9(e).

"Assignment and Assumption Agreement" – means the form of Assignment and Assumption Agreement attached hereto as **Exhibit 1(D)** to be entered into at the Closing by Seller and Buyer.

"Assumed Environmental Conditions" – means any and all Environmental Conditions (including the presence or Release of Hazardous Materials on, at, under or from any of the Parcels) at, involving or relating to the Purchased Assets that are not Parcel A Environmental Conditions, but excluding any Environmental Conditions existing in or arising from the groundwater on, under, about or emanating from the Parcels.

"Assumed Liabilities" – is defined in Section 2.1(c).

"Authorizations" – is defined in Section 5.8(a).

"Basket" – is defined in Section 8.4(a).

"Berry" – means Fiberweb, LLC (successor in interest to Fiberweb, Inc. and Reemay, Inc.)

"Breach" – a "Breach" of a representation, warranty, covenant, obligation or other provision of this Agreement shall be deemed to have occurred if there is or has been an actual breach of, or any actual failure to perform or comply with, such representation, warranty, covenant, obligation or other provision of this Agreement.

Redacted – is defined in Section 5.7(b).

"Business Day" – means any day other than (a) a Saturday or a Sunday or (b) a day on which commercial banks located in the State of Delaware are authorized or required by Legal Requirements to be closed for business.

"Buyer" – is defined in the preamble.

"Buyer Benefit Plans" – is defined in Section 5.11(b).

"Buyer Chilled Water SLA" – means the Chilled Water SLA in the form attached hereto as **Exhibit 1(I)** to be entered into by Seller and Buyer at the Closing.

"Buyer Filtered Water SLA" – means the Filtered Water SLA in the form attached hereto as **Exhibit 1(E)** to be entered into by Seller and Buyer at the Closing.

"Buyer Fire Water SLA" – means the Fire Water SLA in the form attached hereto as **Exhibit 1(F)** to be entered into by Seller and Buyer at the Closing.

"Buyer Indemnified Persons" – is defined in Section 8.1.

"Buyer Sanitary Sewer SLA" – means the Sanitary Sewer SLA in the form attached hereto as **Exhibit 1(G)** to be entered into by Seller and Buyer at the Closing.

"Buyer Server Room SLA" – means the Server Room SLA in the form attached hereto as Exhibit 1(J) to be entered into by the Seller and Buyer at the Closing.

"Buyer Site Services Agreement" – means that certain Site Services Agreement, entered into on or around May 23, 2016, by and between Seller and Buyer, as amended.

"Buyer Storm Water Handling SLA" – means the Storm Water Handling SLA in the form attached hereto as **Exhibit 1(H)** to be entered into by Seller and Buyer at the Closing.

"Buyer's Disclosure Schedules" – means the disclosure schedules of Buyer attached hereto and made a part hereof.

"Cap" – is defined in Section 8.4(a).

"Cause" – means any of the following: (a) the Employee's willful or negligent failure to perform any of the Employee's material duties and responsibilities (other than as a result of death, illness, disability or other incapacity), to comply with written and disclosed policies, procedures, codes of conduct, rules and regulations, or to adhere to lawful and reasonable directives from the Employee's designated supervisors; (b) the Employee's willful misconduct or dishonesty in the performance of the Employee's duties or responsibilities; or (c) the Employee's conviction of, or pleading guilty to, a felony or a criminal act involving dishonesty or other moral turpitude under the laws of the United States or any state thereof or the Employee's imprisonment for any crime under the laws of the United States or any state thereof for more than one week.

"Closing" – is defined in Section 2.3.

"Closing Date" – is defined in Section 2.3.

"Closing Outside Date" – is defined in Section 9.1(d).

"Code" – means the Internal Revenue Code of 1986, as amended from time to time.

"Confidential Information" – is defined in Section 5.3(a).

"Confidentiality Agreement" – means that certain Mutual Confidential Disclosure Agreement, dated July 23, 2018, by and between Seller and Buyer, as amended.

"Consent" – means any approval, consent, ratification, waiver or other authorization.

"Contemplated Transactions" – means all of the transactions contemplated by this Agreement and the other Transaction Documents.

"CPR" – is defined in Section 10.3(b).

"Damages" – is defined in Section 8.1.

"Deed"– means the deed in the form attached hereto as **Exhibit 7.2(d)** to be entered into by Seller and Buyer at the Closing pursuant to which each of the Parcels will be conveyed to the Buyer in a separate Deed for each Parcel.

"Easement" – is defined in **Exhibit 1(B)**.

"Effective Time" – means 12:01 am Eastern time on the Closing Date.

"Employees" – means those employees of Seller or its Affiliates expressly identified and set forth on **Exhibit 1(L)**.

"Encumbrance" – means any lien, pledge, security interest, termination condition, right of first refusal or other like restriction.

"Environment" – means any environmental media (including soils (surface and subsurface), geologic strata and formations, navigable waters, streams, rivers, bays, ponds, impoundments, estuaries, ocean waters, surface waters, occasional or perched water, sediments, subsurface strata, groundwater, land surfaces, flora and fauna, marshes and other wetlands, flood plains, natural resources and ambient air).

"Environmental Conditions" – means, collectively, the presence of Hazardous Materials in the Environment or the Release of Hazardous Materials and violations of Environmental Law relative to the Purchased Assets.

Redacted

"Environmental Law" – means all Legal Requirements relating to pollution or protection of the Environment, including those relating to Releases or Threatened Releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, handling, use, recycling, generation, treatment, storage, transportation or disposal of Hazardous Materials. "Environmental Law" includes the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Solid Waste Disposal Act and the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Oil Pollution Act (33 U.S.C. §§ 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001 et seq.), the Federal Insecticide, Fungicide, Rodenticide Act, and the Safe Drinking Water Act.

"Environmental Permit" – means any Permit under any applicable law or required under, issued or to be issued by any Governmental Body relating to any Environmental Law and necessary to operate the Purchased Assets.

"Environmental Representations" – means the representations and warranties contained in Section 3.5 (Environmental Laws).

"Environmental Representation Basket" – is defined in Section 8.9(d).

"ERISA" – means the Employee Retirement Income Security Act of 1974, as amended.

"Excluded Assets" – is defined in Section 2.1(b).

"Excluded Liabilities" – is defined in Section 2.1(d).

"Fundamental Representation" – means each of the representations and warranties set forth in Sections 3.1, 3.2 and 4.1.

"Governmental Body" – means any federal, state, regional, local, municipal, foreign, tribal or other governmental body entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority.

"Ground Lease" – means that certain Ground Lease, dated August 29, 2014, by and between Seller, Buyer and JH&S Holdings, as the same may be amended or amended and restated.

"Groundwater Remediation" – is defined in Section 8.9(e).

"Hazardous Materials" – means any: (a) petrochemical or petroleum products, oil or coal ash, pesticides, insecticides, fungicides, rodenticides, radioactive materials, radon gas, asbestos or asbestos-containing material, polychlorinated biphenyls, lead-based paint, urea formaldehyde foam insulation flammable or explosive materials or silica; and (b) chemicals, materials, substances, wastes, compounds, mixtures or by-products, whether solid, liquid or gaseous, that are identified, listed, defined, designated, restricted, prohibited or otherwise regulated as or included in the definition of "hazardous substances," "hazardous materials," "hazardous constituents," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "regulated substances," "solid waste," "sludge," "toxic pollutants," "toxic air pollutants," "restricted hazardous materials," "extremely hazardous substances," "hazardous air pollutants," "dangerous or toxic substances," "chemical wastes," "special wastes," "pollutants," "contaminants" or words of similar meaning and regulatory effect under any Environmental Law.

"Inactive Employee" – means any Employee identified on **Exhibit 1(L)** that is on a temporary leave of absence, including family medical leave, military leave, short-term disability, personal leave or sick leave as of the relevant date specified herein.

"Indemnified Person" – means a Buyer Indemnified Person or a Seller Indemnified Person, as the case may be.

"Indemnifying Person" – is defined in Section 8.5(a).

"JH&S Holdings" – means Jacob Holm & Sønner Holding A/S.

"Knowledge" – an individual shall be deemed to have "Knowledge" of a particular fact or other matter only if such individual is actually aware of such fact or other matter.

"Legal Requirement" – means any applicable law, statute, treaty, directive, rule, code, ordinance, regulation, Order, enforcement action, decree or enforceable judicial or administrative interpretation thereof of any applicable Governmental Body.

"Liabilities" – means any liabilities, obligations, warranty, expenses, claims, Taxes or assessments, losses, fines, penalties, surcharges or damages of or by any Person.

"Material Adverse Effect" – means any change, effect, event, result, occurrence, condition or fact (for the purposes of this definition, each, an "event") that has had, individually or in the aggregate

with any other event or events, a material adverse effect on (i) Seller's and its Affiliates' ability to consummate the Contemplated Transactions, taken as a whole, or (ii) the Purchased Assets described in Sections 2.1(a)(i) through (v), respectively, each individual category of Purchased Assets taken as a whole, or the ability of Buyer to operate the Purchased Assets described in Sections 2.1(a)(i) through (v), respectively, each individual category of Purchased Assets taken as a whole, in a manner that is substantially consistent with Seller's operation of such Purchased Assets in the Ordinary Course of Business as of the date of this Agreement, except any material adverse effect (a) related to general economic, regulatory or political conditions or from terrorist acts, declared or undeclared war or other hostilities, (b) that affects the general industry in which the Purchased Assets are owned or used, (c) related to the announcement of the Contemplated Transactions or (d) related to Environmental Conditions. Notwithstanding anything contained herein to the contrary, no action taken by Seller or Buyer (or any of their respective Affiliates) expressly required or contemplated by this Agreement or the other Transaction Documents shall be deemed to have a Material Adverse Effect.

"Non-Transferrable Permits and Easements" – is defined in Section 5.8(a).

"OH Employee" – is defined in Section 5.11(a).

"Old Hickory Plant Site" – means that certain tract of land owned by Seller and situated in the County of Davidson, State of Tennessee, as set forth on **Exhibit 1(R)**.

"Old Hickory Products" – is defined in Section 5.7(b).

"Order" – means any award, decision, injunction, judgment, order, ruling, decree, subpoena or verdict entered, issued, made or rendered by any court, administrative agency or other Governmental Body.

"Ordinary Course of Business" – an action taken by a Person shall be deemed to have been taken in the "Ordinary Course of Business" if such action is consistent in all material respects with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person.

"Parcels" – means collectively Parcel A, Parcel B and Parcel C.

"Parcel A" – means the land expressly identified and set forth in **Exhibit 1(M)**.

"Parcel A Environmental Conditions" – means any and all Pre-Closing Environmental Conditions, as defined in the Redacted.

"Parcel B" – means the land expressly identified and set forth in **Exhibit 1(N)**.

"Parcel C" – means the land expressly identified and set forth in **Exhibit 1(O)**.

"Performing Party" – is defined in Section 8.9(e).

"Permit" – means a permit, authorization, license, certificate, confirmation, exemption, franchise, certification, identification number, designation, variance, qualification, accreditation or

registration issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement; provided, however, the term "Permit" does not include the Redacted or the Redacted.

"Permitted Encumbrance" – means (a) any Encumbrance for Taxes accrued but not yet due or for Taxes the validity of which are being contested in good faith by appropriate Proceedings as set out on **Exhibit 1(P)**; (b) any statutory carriers', warehousemen's, workmen's or mechanics' lien or other like Encumbrance that is not yet delinquent or is being contested in good faith by appropriate Proceedings as set out on **Exhibit 1(P)**; (c) with respect to the Purchased Assets, in addition to those Encumbrances described in clauses (a) and (b) above: (i) any encroachment, Encumbrance, variation or adverse circumstance, in each case, having no more than a de minimis effect on title to the Purchased Assets which do not materially interfere with the continued operation of the Purchased Assets as has been operated by Seller and its Affiliates in the Ordinary Course of Business, (ii) all restrictive covenants, easements, rights-of-way, encroachments, servitudes and other like matters of record and any state of facts affecting title to the Purchased Assets that an accurate property survey would disclose, and (iii) any limitations on use of the Purchased Assets set forth in the Deed; (d) any future land use restrictions and cap maintenance requirements under applicable Legal Requirements or otherwise agreed to by Buyer with the applicable Governmental Body (such agreement by Buyer not to be unreasonably withheld, conditioned or delayed) and that may be applicable as a result of any development or Remediation relating to the removal of buildings on Parcel B and/or moving the switch station and/or control panel currently located on Parcel B and (e) any Encumbrances disclosed in **Schedule 3.2 of Seller's Disclosure Schedules**.

"Person" – means any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or Governmental Body.

"Proceeding" – means any action, arbitration, hearing, litigation or suit (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any Governmental Body or arbitral or other administrative body (including any action, audit or investigation in respect of the payment or non-payment of Taxes).

"Property Taxes" – is defined in Section 5.5(c).

"Purchase Price" – is defined in Section 2.2(a).

"Purchased Assets" – is defined in Section 2.1(a).

"Release" – means the spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, releasing, depositing or disposing into the Environment or into or out of any property, including the movement in, or through, the Environment.

"Remediation" – means an action of any kind to address, correct or respond to a violation (or an alleged violation) of Environmental Law or any Environmental Condition, including the following activities: (a) remedial actions; (b) monitoring, investigation, assessment, treatment, cleanup, containment, removal, mitigation, response or restoration work; (c) responding to any notice, claim, Proceeding, Order, or investigation by any Person alleging potential Damages for property

damage (including claims for interference with use and diminution in value) or death or injury to Persons; (d) negotiating with any Governmental Body or obtaining any Consent of a Governmental Body necessary to address, correct or respond to, or to comply with, Environmental Law; (e) preparing and implementing any plans or studies for any such activity; (f) actions necessary to obtain a written notice from a Governmental Body that no material additional work is required to complete remedial actions required by such Governmental Body and (g) the use, implementation, application, installation, operation or maintenance or removal actions on the Parcels or an off-site location of remedial technologies applied to the surface or subsurface soils, excavation and treatment or disposal of soils at an off-site location, systems for investigation, treatment or monitoring of surface water or groundwater, or engineering or institutional controls.

"Retention Pond" – means the site retention basin being part of Parcel C that receives rain and other water from Berry and Buyer; rain and clean and processed water from Buyer; water from the waste water treatment facility (including backwash effluent, processed water and drainage); and storm water from Berry, Buyer and other areas at the Old Hickory Plant Site.

"Seller" – is defined in the preamble.

"Seller Indemnified Persons" – is defined in Section 8.2.

"Seller Site Services Agreement" – means that certain Site Services Agreement, dated August 29, 2014, by and among Seller, JH&S Holdings and Buyer, as amended.

"Seller's Closing Representations and Warranties" – means the representations and warranties of Seller in Article 3 with respect to the Contemplated Transactions.

"Seller's Disclosure Schedules" – means the disclosure schedules of Seller attached hereto and made a part hereof.

"Seller's Knowledge" – means the Knowledge of the following individuals: Redacted and Redacted; Redacted (solely with respect to Employee-related matters); Redacte Redacte (solely with respect to real estate, deeds and easement matters); and Redacted, Corporate Remediation Group, Old Hickory Site Leader (solely with respect to Environmental matters).

"Services" means the services provided under the Seller Site Services Agreement relating to the Service Level Agreements for Electrical Power, Filtered Water, Fire Water, Sanitary Sewers and Wastewater Treatment and Storm Water Handling (each attached as Exhibit B, Schedules 3, 4, 5, 6 and 9 of the Seller Site Services Agreement).

"Taxes" – means any tax, levy, duty, impost or withholding of a similar nature, including all direct tax liabilities, income tax, corporation tax, capital gains tax, VAT and sales tax, social security tax, withholding tax, registration fees, stamp duties, customs duties, property tax and similar taxes, and including interest, fees, surcharges, additional tax and tax penalties payable in connection with any failure to pay or any delay in paying any of the same.

Redacted – is defined in Section 5.7(b).

"Terminated Services" – is defined in Section 5.13(a).

"Third-Party Claim" – is defined in Section 8.5(a).

"Threatened" – any action or Proceeding shall be deemed to have been "Threatened" if any demand or statement has been made in writing, or any written notice has been given.

"Transaction Documents" – means this Agreement, the Assignment and Assumption Agreement, the Buyer Site Services Agreement, as amended herein (including the Buyer Chilled Water SLA, the Buyer Filtered Water SLA, the Buyer Fire Water SLA, the Buyer Sanitary Sewer SLA, the Server Room SLA, the Buyer Storm Water Handling SLA), the Access Agreements, the Deed, the Memorandum of Termination of the Ground Lease and any other documents or agreements executed and/or delivered in connection with the Contemplated Transactions.

"Transferred Contracts" – is defined in Section 2.1(a)(ix).

"Transferred Easements" – is defined in Section 2.1(a)(xi).

"Transferred Permits" – is defined in Section 2.1(a)(x).

Redacted

Redacted

ARTICLE 2
SALE AND TRANSFER OF THE PURCHASED ASSETS; LIABILITIES; CLOSING

2.1 PURCHASED ASSETS; LIABILITIES

(a) Purchased Assets. At the Effective Time and upon the terms and subject to the conditions of this Agreement, Seller shall, and/or shall cause its applicable Affiliates to, sell and assign to Buyer and/or its applicable Affiliates, and Buyer shall, and/or shall cause its applicable Affiliates to, purchase and accept from Seller and/or its applicable Affiliates, all of Seller's and/or its Affiliates' right, title and interest existing at the Effective Time in and to the following assets (collectively, the ***"Purchased Assets"***):

(i) the assets expressly identified and set forth on **Exhibit 2.1(a)(i)**;

(ii) the assets expressly identified and set forth on **Exhibit 2.1(a)(ii)**;

(iii) the assets expressly identified and set forth on **Exhibit 2.1(a)(iii)**;

(iv) the assets expressly identified and set forth on **Exhibit 2.1(a)(iv)**;

(v) the assets expressly identified and set forth on **Exhibit 2.1(a)(v)**;

(vi) the intellectual property assets and related books and records expressly identified and set forth on **Exhibit 2.1(a)(vi)**;

(vii) the personal property that is located on Parcel B or Parcel C as of the Closing Date, except as set forth on **Exhibit 2.1(a)(vii)**;

(viii) the Parcels;

(ix) to the extent transferrable, the contracts expressly identified and set forth on **Exhibit 2.1(a)(ix)** (collectively, the ***"Transferred Contracts"***);

(x) to the extent transferrable, the Permits expressly identified and set forth on **Exhibit 2.1(a)(x)** (collectively, the ***"Transferred Permits"***) and, to the extent transferrable pursuant to applicable Legal Requirements, the Redacted ;

(xi) to the extent transferrable, the easements expressly identified and set forth on **Exhibit 2.1(a)(xi)** (collectively, the ***"Transferred Easements"***);

(xii) the assets expressly identified and set forth on **Exhibit 2.1(a)(xii)**;

(xiii) the assets expressly identified and set forth on **Exhibit 2.1(a)(xiii)**;

(xiv) the assets expressly identified and set forth on **Exhibit 2.1(a)(xiv)**;

(xv) the assets expressly identified and set forth on **Exhibit 2.1(a)(xv)**; and

(xvi) all goodwill relating exclusively to the Purchased Assets.

(b) Excluded Assets. Notwithstanding anything to the contrary contained herein, the Purchased Assets shall not include any of the following (collectively, the ***"Excluded Assets"***):

(i) any cash, cash equivalents or accounts and notes receivable;

(ii) any performance and other bonds, security and other deposits, advance or prepaid payments, prepaid expenses, prepaid credits and deferred charges;

(i) except as expressly identified as a Purchased Asset in Section 2.1(a), any rights related to any intellectual property owned, licensed or used by Seller or its Affiliates, including any know-how, trademarks or patents;

(ii) any asset, right, title, interest or property unless such asset, right, title, interest or property is expressly identified in Section 2.1(a) as a Purchased Asset; and

(iii) any rights that have accrued or will accrue to Seller or any of its Affiliates under this Agreement or any other Transaction Document.

(c) Assumed Liabilities. Effective as of the Effective Time, Buyer shall assume, and/or shall become responsible for, as applicable, and agrees to pay, discharge or perform, as appropriate, when due the following Liabilities (such Liabilities collectively, the ***"Assumed Liabilities"***), excluding herefrom any Liability arising out of or relating to any Parcel A Environmental Condition:

(i) any Liability arising out of or relating to the Purchased Assets to the extent that any such Liability is for, relates to and is attributable to time periods at or after the Effective Time (including any such Liability arising out of or relating to any Third-Party Claim);

(ii) Intentionally Omitted;

(iii) any Liability arising out of or relating to any Assumed Environmental Condition; and

(iv) any Liability relating to the OH Employees to the extent that any such Liability is for, relates to or is incurred during or attributable to time periods at or after the Effective Time.

For clarity, Buyer and Seller acknowledge and agree that any Environmental Condition existing in or arising from the groundwater on, under, about or emanating from the Parcels shall not constitute an Assumed Liability.

(d) Excluded Liabilities. Buyer shall not assume or become responsible for the following Liabilities (such Liabilities collectively, the ***"Excluded Liabilities"***), excluding herefrom (x) any Liability included in Section 2.1(c)(iii) and (y) any Liability arising out of or relating to any Pre-Closing Environmental Condition or Post-Closing Environmental Condition (as such terms are defined in the Redacted):

(i) any Liability arising out of or relating to the Purchased Assets to the extent that any such Liability is for, relates to and is attributable to time periods prior to the Effective Time (including any such Liability arising out of or relating to any Third-Party Claim); and

(ii) any Liability relating to the OH Employees to the extent it is attributable to time periods prior to the Effective Time (or, in the case of an Inactive Employee, the date that such Inactive Employee becomes an OH Employee).

2.2 PURCHASE PRICE

(a) In consideration for Seller's and/or its Affiliates' sale, assignment and delivery of the Purchased Assets to Buyer and/or its Affiliates, and Seller's and its Affiliates' performance of their respective obligations contained in this Agreement, at the Closing, Buyer shall pay, or cause to be paid, an amount equal to Redacted United States Dollars (U.S. $Redacted) (the ***"Purchase Price"***).

(b) The allocation of the Purchase Price among the Purchased Assets and the covenants contained herein and in the other Transaction Documents in accordance with Section 1060 of the Code and the U.S. Treasury Regulations promulgated thereunder (and any similar provision of non-U.S. law, as appropriate), is attached hereto as **Exhibit 2.2(b)**, which allocation shall be binding upon Buyer, Seller and their respective Affiliates. Seller, Buyer and their respective Affiliates shall report, act and file tax returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such allocation Neither Seller nor Buyer, nor their respective Affiliates, shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation unless required to do so by Legal Requirements.

(c) All payments made to either party or their respective Affiliates pursuant to this Agreement shall be denominated in U.S. dollars (USD).

2.3 CLOSING

The closing of the purchase and sale of the Purchased Assets (the ***"Closing"***) shall take place at the offices of Seller's attorney located in Wilmington, Delaware, USA, or at such other place or in such other manner as shall be mutually agreed upon by the parties, on (a) the fifth (5^{th}) Business Day after which all of the conditions to the Closing in Articles 6 and 7 are satisfied or (where permitted) waived by the party entitled to waive such condition(s), or (b) at such other date and time as shall be mutually agreed upon by the parties in writing (the date on which the Closing occurs, the ***"Closing Date"***). The Closing shall be effective as of the Effective Time, whereupon Seller and its Affiliates, as applicable, shall transfer title and possession of the Purchased Assets to Buyer or its Affiliates in accordance with the terms and subject to the conditions of this Agreement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in **Seller's Disclosure Schedules** or as set forth in this Article 3, Seller hereby represents and warrants to Buyer (a) as of the date of this Agreement, (b) as of the Closing Date and (c) as of the Effective Time (other than any such representations and warranties that are made solely as of an earlier date), as follows:

3.1 ORGANIZATION; AUTHORITY; NO CONFLICT; CONSENTS

(a) Each of Seller and each Affiliate of Seller (i) that owns any of the Purchased Assets or (ii) that is a party to any Transaction Document, is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) Each of Seller and each Affiliate of Seller (i) that owns any of the Purchased Assets or (ii) that is a party to any Transaction Document, has the requisite power and authority to (A) own the Purchased Assets owned by it, (B) execute and deliver the Transaction Documents to which it is or will be a party and (C) consummate the Contemplated Transactions required to be consummated by it. Seller has duly executed and delivered this Agreement, and this Agreement, together with the other Transaction Documents, shall constitute the legal, valid and binding obligation of Seller and its relevant Affiliates, as the case may be, enforceable against Seller and

its relevant Affiliates, as the case may be, in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and court discretion in granting equitable remedies.

(c) Except as set forth in **Schedule 3.1(c) of Seller's Disclosure Schedules**, neither Seller's nor any of its Affiliates' execution, delivery or performance of the Transaction Documents to which it is party, nor Seller's or its applicable Affiliates' consummation of the Contemplated Transactions, will:

(i) result in a violation of or be in conflict with any of the constituent documents of Seller or its Affiliates or any resolution currently in effect adopted by the board of directors or management organization of Seller or its Affiliates;

(ii) result in a material violation or material Breach of, or constitute (with or without due notice or lapse of time or both) a material default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Seller or any of its Affiliates is a party or by which it or any of its properties or assets may be bound;

(iii) materially violate any Legal Requirement or Order applicable to Seller, its Affiliates or any of their respective properties or assets;

(iv) result in the imposition or creation of any Encumbrance on any of the Purchased Assets (other than any Permitted Encumbrance and other than any Encumbrance arising out of or relating solely to any Legal Requirement applicable to Buyer or any of its Affiliates or any of their respective businesses or assets or any contract, arrangement or understanding to which Buyer or any of its Affiliates is a party); or

(v) to Seller's Knowledge, give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions.

(d) Except as set forth in **Schedule 3.1(d) of Seller's Disclosure Schedules**, none of Seller or its Affiliates is required to give any notice to, or obtain any Consent from, any (i) Governmental Body, (ii) Person pursuant to any written contract or (iii) management organization or stockholders of Seller or its Affiliates, as applicable, in connection with the execution and delivery of the Transaction Documents or the consummation of the Contemplated Transactions.

3.2 TITLE

Except as set forth in **Schedule 3.2 of Seller's Disclosure Schedules**:

(a) Seller and/or its applicable Affiliate(s) are the record and beneficial owners of, and hold good and marketable title to, the Purchased Assets, free and clear of Encumbrances, except for Permitted Encumbrances;

(b) No condemnation, eminent domain or similar Proceeding is pending or Threatened with respect to the Purchased Assets; and

(c) Each of Seller and/or its applicable Affiliates has the right, power and authority to sell, assign and deliver the Purchased Assets owned by it to Buyer or its Affiliates free and clear of Encumbrances, other than Permitted Encumbrances.

3.3 LITIGATION; COMPLIANCE WITH LEGAL REQUIREMENTS

(a) Except as set forth in **Schedule 3.3(a) of Seller's Disclosure Schedules**, there are no Proceedings pending or, to Seller's Knowledge, Threatened, against Seller or its Affiliates, (i) involving the Purchased Assets or (ii) that question the validity of this Agreement or the Contemplated Transactions or any action taken or to be taken by Seller or its Affiliates in connection with this Agreement or the Contemplated Transactions.

(b) Except as set forth in **Schedule 3.3(b) of Seller's Disclosure Schedules**, none of Seller or its Affiliates is in material violation of any Legal Requirement or any Permit, in each case to the extent relating to the Purchased Assets.

3.4 BROKERS OR FINDERS

None of Seller or any of its Affiliates has incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement or the Contemplated Transactions.

3.5 ENVIRONMENTAL LAWS

Except as set forth in **Schedule 3.5 of Seller's Disclosure Schedules** or with respect to any Parcel A Environmental Conditions:

(a) Seller and its Affiliates are, and for the past three (3) years have been, in material compliance with all applicable Environmental Laws in connection with Seller's and its Affiliates' ownership and operation of the Purchased Assets.

(b) Seller or its Affiliates have obtained, maintained and are in material compliance with all Legal Requirements and all Environmental Permits required for the operation of the Purchased Assets in the manner as currently conducted by Seller or its Affiliates in the Ordinary Course of Business as of the date of this Agreement.

(c) None of Seller or its Affiliates has received, in the three (3) years immediately preceding the date of this Agreement, any written notice from a Governmental Body that Seller's or its Affiliates' ownership and operation of the Purchased Assets violates any Environmental Law or any Environmental Permit granted to Seller or its Affiliates with respect thereto, as applicable, in any material respect. There are no Proceedings pending or, to Seller's Knowledge, Threatened, against Seller or its Affiliates involving the Purchased Assets, arising out of or under Environmental Law.

(d) To Seller's Knowledge, there are no underground tanks, drums or other containers beneath the surface of the land constituting Parcel B or Parcel C.

Notwithstanding anything contained in this Agreement to the contrary, the representations and warranties contained in this Section 3.5 are Seller's exclusive representations and warranties with respect to any environmental matters of any kind (including environmental Damages, Environmental Laws, Environmental Conditions and Hazardous Materials).

3.6 TRANSFERRED CONTRACTS

Except as set forth in **Schedule 3.6 of Seller's Disclosure Schedules** or as indicated on **Exhibit 2.1(a)(ix)**, the Transferred Contracts are valid and binding upon and enforceable against the parties thereto and in full force and effect, without the right of any other party to terminate such Transferred Contracts as a result of the Contemplated Transactions without penalty, acceleration of maturity of any rights or obligations or other adverse consequence therewith. Seller has delivered to Buyer complete copies of all Transferred Contracts.

3.7 EMPLOYEE MATTERS; EMPLOYEE BENEFITS

(a) Except as set forth on **Schedule 3.7(a) of Seller's Disclosure Schedules**, as of the Business Day immediately preceding the date of this Agreement, Redacted

(b) Seller has delivered or made available to Buyer the following information, as of the date of this Agreement, regarding each Employee identified on **Exhibit 1(L)** as of the date of this Agreement: Redacted .

(c) Other than the Employees listed on **Exhibit 1(L)** who accept offers of employment with Buyer or its Affiliates in accordance with Section 5.11(a), Buyer shall not, Redacted

(d) **Schedule 3.7(d) of Seller's Disclosure Schedules** contains Redacted

(e) To Seller's Knowledge, each Redacted set forth on **Schedule 3.7(d) of Seller's Disclosure Schedules** Redacted

(f) Each Reda set forth on **Schedule 3.7(d) of Seller's Disclosure Schedules** that is intended to be Redacted

(g) There are no facts or circumstances that would give rise to any Liabilities, and the Contemplated Transactions will not result in any Liabilities, on Buyer or its Affiliates with respect to Redacted

(h) Except with respect to Redacted set forth in **Schedule 3.7(d) of Seller's Disclosure Schedules** Redacted

3.8 PURCHASED ASSETS.

(a) Except as set forth in **Schedule 3.8(a) of Seller's Disclosure Schedules** or as indicated on any of the Exhibits identified in Section 2.1(a) inclusive, as of the date of this Agreement, the Purchased Assets constitute all material equipment, land and personal property that are (i) owned by Seller or its Affiliates, (ii) used by Seller or its Affiliates exclusively for use in providing the Services (exclusive of repairs and maintenance) in all material respects in the same manner as currently provided by Seller or its Affiliates in the Ordinary Course of Business (other than supplies, spare, replacement and component parts and other tangible personal property used but not yet replenished, by Seller or its Affiliates in the Ordinary Course of Business) and (iii) necessary to provide the Services (exclusive of repairs and maintenance) in all material respects in the same manner as currently provided by Seller or its Affiliates in the Ordinary Course of Business.

(b) Except as set forth in **Schedule 3.8(b) of Seller's Disclosure Schedules**, there are no performance or other bonds, security and other deposits, advance or prepaid payments, prepaid expenses, prepaid credits and deferred charges in connection with the Purchased Assets.

(c) Except as set forth in **Schedule 3.8(c) of Seller's Disclosure Schedules**, (X) the Transferred Permits constitute all of the material Permits of Seller and its Affiliates for use in the provision of any Services (exclusive of repairs and maintenance) in all material respects in the same manner as currently provided by Seller or its Affiliates in the Ordinary Course of Business during the twelve (12) months immediately preceding the date hereof and (Y) the Transferred Easements and the Redacted constitute all material

Authorizations from the United States Army Corp of Engineers for use in the provision of any Services (exclusive of repairs and maintenance) in all material respects in the same manner as currently provided by Seller or its Affiliates in the Ordinary Course of Business during the twelve (12) months immediately preceding the date hereof.

3.9 TAXES.

Except as set forth in **Schedule 3.9 of Seller's Disclosure Schedules**, Seller and its Affiliates have timely paid when due all Taxes which have been required to be paid on or prior to the date of this Agreement with respect to the Purchased Assets, the non-payment of which could result in an Encumbrance (other than any Permitted Encumbrance).

3.10 TRANSFERABILITY.

For purposes of Seller's representations and warranties contained in this Article 3, as applicable, the qualifier "to the extent transferrable" as used within the definitions of "Transferred Contracts," "Transferred Easements," and "Transferred Permits," shall be disregarded.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in **Buyer's Disclosure Schedules** or as set forth in this Article 4, Buyer hereby represents and warrants to Seller (a) as of the date of this Agreement, (b) as of the Closing Date and (c) as of the Effective Time, as follows:

4.1 ORGANIZATION; AUTHORITY; NO CONFLICT; CONSENTS

(a) Each of Buyer and each Affiliate of Buyer (i) that will purchase from Seller or its Affiliates any of the Purchased Assets or (ii) that is a party to any Transaction Document, is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

(b) Each of Buyer and each Affiliate of Buyer (i) that will purchase from Seller or its Affiliates any of the Purchased Assets or (ii) that is a party to any Transaction Document, has the requisite power and authority to (A) own the Purchased Assets to be licensed or purchased by it, (B) execute and deliver the Transaction Documents to which it is a party and (C) consummate the Contemplated Transactions to be consummated by it. Buyer and its applicable Affiliates have duly executed and delivered this Agreement, and this Agreement, together with the other Transaction Documents, constitutes the legal, valid and binding obligation of Buyer and its applicable Affiliates, enforceable against Buyer and its applicable Affiliates in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and court discretion in granting equitable remedies.

(c) Except as set forth in **Schedule 4.1(c) of Buyer's Disclosure Schedules**, none of Buyer's or any of its Affiliates' execution, delivery or performance of the Transaction

Documents to which it is a party, nor Buyer's or its applicable Affiliates' consummation of the Contemplated Transactions, will:

(i) result in a violation of any of the constituent documents of Buyer or its Affiliates or any resolution currently in effect adopted by the board of directors or management organization of Buyer or its Affiliates;

(ii) result in a material violation or material Breach of, or constitute (with or without due notice or lapse of time or both) a material default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Buyer or any of its Affiliates is a party or by which it or any of its properties or assets may be bound;

(iii) materially violate any Legal Requirement or Order applicable to Buyer, its Affiliates or any of their respective properties or assets; or

(iv) to Buyer's Knowledge, give any Governmental Body or other Person the right to challenge any of the Contemplated Transactions.

(d) Except as set forth in **Schedule 4.1(d) of Buyer's Disclosure Schedules**, none of Buyer or its Affiliates is required to give any notice to, or obtain any Consent from, any (i) Governmental Body, (ii) Person pursuant to any written contract or (iii) management organization, stockholders or members of Buyer or its Affiliates, in connection with the Contemplated Transactions.

4.2 LITIGATION; COMPLIANCE WITH LEGAL REQUIREMENTS

(a) There are no Proceedings pending or, to Buyer's Knowledge, Threatened, against Buyer or any of its Affiliates, that question the validity of this Agreement or the Contemplated Transactions or any action taken or to be taken by Buyer or its Affiliates in connection with this Agreement or the Contemplated Transactions.

(b) None of Buyer or any of its Affiliates is in material violation of any Legal Requirement which violations, individually or in the aggregate, adversely affect in any material respect Buyer's or its Affiliates' ability to perform their obligations under this Agreement or consummate the Contemplated Transactions.

4.3 BROKERS OR FINDERS

None of Buyer or any of its Affiliates has incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payments in connection with this Agreement or the Contemplated Transactions.

4.4 PAYMENTS OF BUYER

Buyer has, or will have at the time of the applicable payment, sufficient cash on hand or available borrowing capacity under their existing lines of credit to pay the Purchase Price and the

other payments required to be paid by Buyer at the Closing under this Agreement and the other Transaction Documents, as provided herein and therein. Buyer is not insolvent or will be rendered insolvent by any of the Contemplated Transactions, the delivery of any Transaction Document or the performance of its obligations under any Transaction Document.

4.5 INSPECTIONS; NO OTHER REPRESENTATIONS

Buyer, for and on behalf of itself and its Affiliates, hereby acknowledges and agrees that:

(a) except as expressly set forth in Article 3 (as qualified by the related portions of **Seller's Disclosure Schedules** and **Exhibits** expressly referenced in Article 3) of this Agreement, the Purchased Assets are sold and assigned "as is" and "where is" and Buyer agrees to accept the Purchased Assets in the condition they are in as of the Effective Time;

(b) Buyer has conducted its own independent investigation, inspection, examination, review, analysis, determination and due diligence with respect to the Purchased Assets and the Contemplated Transactions;

(c) Seller has disclosed to Buyer that the potential exists for lead-based paint and for asbestos-containing materials in the Purchased Assets;

(d) except as expressly set forth in Article 3 (as qualified by the related portions of **Seller's Disclosure Schedules** and **Exhibits** expressly referenced in Article 3), neither Seller nor any other Person has made any representation or warranty (express or implied) of any kind (including as to accuracy or completeness) on behalf of Seller or its Affiliates with respect to the Purchased Assets, the Contemplated Transactions, Seller, its Affiliates or their respective operations and/or any matter relating thereto (including with respect to (i) the future performance of the Purchased Assets, (ii) any projections, estimates or budgets delivered or made available to Buyer or any of its Affiliates, or Buyer's or any of its Affiliates' counsel, accountants or advisors, of future revenues, future results of operations (or any component thereof), future cash flows, future financial condition (or any component thereof), future business or future operations or (iii) any other information and/or documents delivered or made available to Buyer or any of its Affiliates, or Buyer's or any of its Affiliates' counsel, accountants or advisors, with respect to the Purchased Assets, the Contemplated Transactions, Seller, its Affiliates or their respective operations and/or any matter relating thereto (including any information and/or documents delivered or made available during or in connection with Buyer's or any of its Affiliates' due diligence));

(e) Buyer hereby expressly disclaims reliance on any representation or warranty (express or implied) of any kind (including as to accuracy or completeness) except for those representations and warranties expressly set forth in Article 3 (as qualified by the related portions of **Seller's Disclosure Schedules** and **Exhibits** expressly referenced in Article 3);

(f) without limiting Sections 4.5(d) and 4.5(e) and notwithstanding anything to the contrary contained in Article 3 or this Agreement, (i) the representations and warranties contained in Section 3.5 (as qualified by the related portions of **Seller's Disclosure Schedules** and **Exhibits** expressly referenced in Section 3.5) are Seller's exclusive representations and

warranties with respect to any environmental matters of any kind (including environmental Damages, Environmental Laws, Environmental Conditions and Hazardous Materials) and (ii) Buyer hereby expressly disclaims reliance on any representation or warranty (express or implied) of any kind (including as to accuracy or completeness) with respect to any environmental matters of any kind (including environmental Damages, Environmental Laws, Environmental Conditions and Hazardous Materials) except for those representations and warranties contained in Section 3.5 (as qualified by the related portions of **Seller's Disclosure Schedules** and **Exhibits** expressly referenced in Section 3.5); and

(g) in making their decision to enter into this Agreement and the Contemplated Transactions, Buyer is relying exclusively on (i) its own independent investigation, inspection, examination, review, analysis and determination and (ii) the representations and warranties expressly set forth in Article 3 (as qualified by the related portions of **Seller's Disclosure Schedules** and **Exhibits** expressly referenced in Article 3).

ARTICLE 5
COVENANTS

5.1 EXECUTION AND DELIVERY OF OTHER TRANSACTION DOCUMENTS

At or prior to the Closing, and in addition to entering into and delivering this Agreement, Seller and Buyer shall, and/or shall cause their respective applicable Affiliates to, enter into and deliver the other Transaction Documents required to be entered into and delivered by such parties at or prior to the Closing.

5.2 ACCESS AND INVESTIGATION

(a) Without limiting Section 8.9 of this Agreement or any Transaction Document, after the Effective Time, Buyer shall, and shall cause its Affiliates and their respective employees and agents to, subject to any Legal Requirements and confidentiality restrictions, (i) afford Seller and its Affiliates and their respective employees and agents reasonable access, during normal business hours and upon reasonable prior notice, to the Purchased Assets and Buyer's and its Affiliates' properties, contracts, books and records and other documents and data and (ii) make Buyer's and its Affiliates' employees reasonably available to Seller and its Affiliates, in each case, to the extent reasonably requested by Seller in connection with (A) any item for which indemnification is being sought pursuant to this Agreement or any other Transaction Document, (B) any good faith effort of Seller or any of its Affiliates to enforce any of its rights under this Agreement or any other Transaction Document, (C) any inquiry directed to Seller or its Affiliates from any Governmental Body, or any response or submission by Seller or its Affiliates to any Governmental Body, with respect to (I) the Purchased Assets or (II) this Agreement or any other Transaction Document or (D) any Proceeding brought by or against Seller or its Affiliates with respect to (I) the Purchased Assets or (II) this Agreement or any other Transaction Document.

(b) Without limiting Section 8.9, after the Effective Time, Seller shall, and shall cause its Affiliates and their respective employees and agents to, subject to any Legal Requirements and confidentiality restrictions, (i) afford Buyer and its Affiliates and their

respective employees and agents reasonable access, during normal business hours and upon reasonable prior notice, to Seller's and its Affiliates' properties, contracts, books and records and other documents and data solely to the extent related to the Purchased Assets and (ii) make Seller's and its Affiliates' employees reasonably available to Buyer and its Affiliates, in each case, to the extent reasonably requested by Buyer in connection with (A) any item for which indemnification is being sought pursuant to this Agreement or any other Transaction Document, (B) any good faith effort of Buyer or any of its Affiliates to enforce any of its rights under this Agreement or any other Transaction Document, (C) any inquiry directed to Buyer or its Affiliates from any Governmental Body, or any response or submission by Buyer or its Affiliates to any Governmental Body, with respect to (I) the Purchased Assets or (II) this Agreement or any other Transaction Document or (D) any Proceeding brought by or against Buyer or its Affiliates with respect to (I) the Purchased Assets or (II) this Agreement or any other Transaction Document.

5.3 CONFIDENTIALITY

(a) For purposes of this Agreement, ***"Confidential Information"*** means this Agreement, the other Transaction Documents, and the **Schedules** and **Exhibits** hereto and thereto, and any information disclosed by one party or its Affiliates or their representatives to the other party or its Affiliates or their representatives in connection with the Contemplated Transactions and identified in writing as "confidential" or similar notation. Except as otherwise permitted by this Agreement or the other Transaction Documents, a party shall not, and shall cause its Affiliates and their respective employees, consultants, agents and attorneys not to, disclose the Confidential Information of the disclosing party or its Affiliates or their representatives to any third party or use the Confidential Information except for purposes of this Agreement, the other Transaction Documents and the Contemplated Transactions without the prior written permission of the disclosing party for a period of five (5) years after the date of this Agreement; provided, that the foregoing obligations of confidentiality and restricted use shall not extend to information that is:

(i) already known at the time of its receipt by the receiving party, as shown by its prior written records;

(ii) properly in the public domain through no fault of the receiving party, excluding from this clause (ii) any information in the public domain as a result of Buyer's correspondences with or application to the Tennessee Public Utilities Commission, it being understood that to the extent the Tennessee Public Utilities Commission makes publicly available such information, such action shall not constitute a breach of this Section 5.3 by Buyer;

(iii) disclosed to the receiving party by a third party who may lawfully do so; or

(iv) independently developed by or for the receiving party without use of the disclosing party's Confidential Information.

(b) Notwithstanding Section 5.3(a), a receiving party may disclose Confidential Information of the disclosing party required to be disclosed by applicable Legal Requirements or the rules or regulations of any U.S. or foreign securities exchange (if not subject to protection as confidential business information or otherwise protected by statute or common law privilege

against disclosure); provided, however, that prior to any such disclosure, the receiving party shall use commercially reasonable efforts to (i) give the other party written notice of such requirement prior to any such disclosure and (ii) allow the other party reasonable time to take such steps as to limit such disclosure. The parties shall cooperate with one another in the good faith making or assertion of any available defense or privilege relating to the disclosure of the Confidential Information.

(c) Notwithstanding the foregoing, (i) a receiving party may disclose Confidential Information (x) to its Affiliates and their respective officers, directors, employees, consultants, agents and attorneys having a need to know for the purposes of consummating the Contemplated Transactions or in connection with the operation, use or maintenance of the Purchased Assets following the Closing and, in each case, who are subject to a confidentiality agreement or obligation at least as strict as this Section 5.3 or (y) following the Closing, to its Affiliates and their respective officers, directors, employees, consultants, agents and attorneys, and third parties, having a need to know in connection with the operation, use, maintenance or replacement of the Purchased Assets and providing of services thereunder or in connection with a sale, lease or use of the Purchased Assets, and who are subject to a confidentiality agreement or obligation at least as strict as this Section 5.3 and (ii) nothing contained in this Section 5.3 or elsewhere in this Agreement shall prevent or limit Seller, Buyer or their respective Affiliates from disclosing information to third parties to the extent necessary or desired in connection with the transfer or assignment of the Purchased Assets (including the Transferred Contracts) or to otherwise consummate the Contemplated Transactions as contemplated in this Agreement and/or the other Transaction Documents.

(d) Notwithstanding anything to the contrary contained in this Section 5.3, each party agrees that it shall, and shall cause its Affiliates and their respective officers, directors, employees, consultants, agents and attorneys to, (i) take reasonable measures to protect the secrecy, and avoid disclosure, except as expressly permitted by this Section 5.3, and unauthorized use, of the Confidential Information of the other party and its Affiliates and (ii) with respect to the Confidential Information of the other party and its Affiliates, take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care.

(e) Notwithstanding anything to the contrary contained in this Agreement or any other Transaction Document, Seller or its applicable Affiliates may retain copies of any books, records, contracts, agreements or any other documents or materials transferred to Buyer for legal and regulatory compliance purposes and for purposes of satisfying any of their respective obligations under the Transaction Documents.

5.4 PUBLICITY

No public release or announcement concerning this Agreement, any other Transaction Document or the Contemplated Transactions shall be issued by any party or its Affiliates without the prior written Consent of the other parties, except to the extent such release or announcement may be required by a Legal Requirement or the rules or regulations of any U.S. or foreign securities exchange, in which case the releasing party shall allow the other parties reasonable time to comment on such release or announcement in advance of its issuance.

5.5 TRANSFER TAXES; PRO-RATIONS

(a) The price agreed upon for the Purchased Assets is exclusive of Taxes, duties and other charges that may be levied or due thereon, all of which shall be the responsibility of, and be borne by, Buyer, unless otherwise agreed to in writing by the parties. Buyer agrees to pay transfer, sales, documentary registrations or use Taxes or any other Taxes, charges, duties or fees required to be paid by Buyer or collected by Seller by reason of this sale, or to provide Seller with a valid Tax exemption certificate.

(b) Buyer and Seller shall (and each shall cause their respective Affiliates to) cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax returns and any audit, litigation or other Proceeding with respect to Taxes related to the Purchased Assets. Such cooperation shall include the retention (subject to each party's records retention policies and applicable Legal Requirements) and (upon the other party's request) the provision of records and information that are relevant to any such Tax return or audit, litigation or other Proceeding with respect to Taxes related to the Purchased Assets.

(c) All ad valorem, real property, personal property and similar Taxes attributable to the Purchased Assets (***"Property Taxes"***) applicable to any tax period that begins before and ends on or after the Effective Time shall be prorated based on the number of days in such period that occur before the Effective Time, on the one hand, and the number of days in such period that occur on or after the Effective Time, on the other hand, the amounts of such Property Taxes allocable to the portion of the period ending on the day immediately prior to the Effective Time being the responsibility of Seller and the remainder being the responsibility of Buyer. Buyer shall pay (or cause to be paid), prior to delinquency, all Property Taxes that become due on or after the Effective Time. The party receiving such a Property Tax bill from a jurisdiction shall send to the other party a statement that apportions each Property Tax in accordance with this Section 5.5(c) based upon the amount of Property Taxes actually invoiced. Upon receipt of such statement, the other party shall pay such amount directly to the applicable Governmental Body or, if such statement is accompanied by proof of actual payment of such Property Taxes by the party billed by the jurisdiction, then, no later than thirty (30) days following receipt of each such statement and proof of payment, such other party shall reimburse the paying party for such other party's allocated portion of such Property Taxes.

(d) Seller shall pay, prior to or after the Effective Time, when due any Permitted Encumbrance listed on **Exhibit 1(P)** for (i) Taxes, the validity of which are being contested in good faith by appropriate Proceedings or (ii) any statutory carriers', warehousemen's, workmen's or mechanics' lien or other like Encumbrance owing for the period prior to the Effective Date or which is being contested in good faith by appropriate Proceedings.

5.6 CLOSING EFFORTS

Subject to the terms and conditions of this Agreement, each party shall use reasonable best efforts to cause the Closing to occur and the Contemplated Transactions to be consummated, including the satisfaction of the conditions contained in Articles 6 and 7.

5.7 OPERATION OF THE PURCHASED ASSETS

(a) Except as set forth on **Exhibit 5.7(a)**, between the date of this Agreement and the Closing Date, Seller shall operate the Purchased Assets in the Ordinary Course of Business (excluding herefrom the effects of any action undertaken in accordance with any Transaction Document and except to the extent required by any Transaction Document or as necessary to consummate the Contemplated Transactions). Without limiting the generality of the foregoing, until the Closing Date, except for actions expressly contemplated by this Agreement or any Transaction Document to be taken by Seller or any of its Affiliates, or with the prior written Consent of Buyer (which Consent shall not be unreasonably withheld, conditioned or delayed), Seller shall not, and shall cause its Affiliates not to, during the period from the date of this Agreement to the Closing Date:

(i) sell, lease, license, mortgage, encumber, grant any lien or otherwise dispose of any Purchased Asset, except in the Ordinary Course of Business;

(ii) dismiss or otherwise terminate, other than for cause, any Employee;

(iii) grant to any Employee any increase in compensation or employee benefits, except in the Ordinary Course of Business;

(iv) grant to any Employee any increase in the rate or methodology by which vacation or other paid time off is accrued, except in the Ordinary Course of Business;

(v) terminate or rescind, or materially and adversely modify, amend or otherwise alter or change, any of the terms or provisions of any Transferred Contract;

(vi) make or authorize any capital expenditure or expenditures in excess of Redacted United States Dollars ($Redacted) that will be binding on the Purchased Assets, Buyer or any of its Affiliates following the Closing; or

(vii) enter into any binding agreement to do any of the foregoing.

(b) Buyer hereby agrees and undertakes to Seller that, subject to Section 5.2 hereof, following the date of this Agreement with respect to Section 5.7(b)(iv) and any application or request to Redacted to participate in the Redacted, and following the Effective Time, Buyer will, and will cause its Affiliates, (i) to comply with all deed restrictions or limitations set forth in the Deed, together with any deed restrictions on land use from the Redacted Redacted including any requirements or restrictions that may be imposed in connection with the Redacted Redacted), (ii) to restrict its use of the Parcels for industrial/commercial use only, (iii) not to engage in any development or other work on Parcel C that involves digging, turning or excavating the soil and subsurface of Parcel C without doing so in compliance with Environmental Law and in all events in compliance with Section 5.7(c) below and (iv) not to conduct any sampling (including any environmental or other testing) of groundwater on any Parcel, or use the groundwater thereon for any purpose, without first obtaining the Consent of Seller, which may be withheld, conditioned or delayed in Seller's sole discretion; provided, however, in the case of Section 5.7(b)(iv) above, that (A) Seller's Consent shall not be required to the extent Buyer is

required to perform sampling of groundwater on any Parcel in order to comply with Environmental Law [redacted] Seller shall not unreasonably withhold, condition or delay Consent thereto; provided further, that Buyer in all events shall promptly notify Seller in writing prior to taking any such action under Sections 5.7(b)(iii) or (iv), except in the case of emergency circumstances with respect to which such activities shall be required by applicable Legal Requirements, in which case Buyer shall notify Seller as promptly as reasonably practicable.

(c) Buyer hereby agrees and undertakes to Seller that Buyer will, and will cause its Affiliates to, (i) for so long as Buyer operates the Retention Pond, operate and maintain the Retention Pond exercising that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from an operator engaged in the same type of undertaking under the same or similar circumstances in material compliance with all applicable Environmental Laws and (ii) if any soil or sedentary material contained in the Retention Pond is required to be removed due to Legal Requirements, or, as determined by Buyer for purposes of maintaining the capacity of the Retention Pond, such removal of soil and sedentary material shall be according to a "last in, first out" method at the sole expense of Buyer, in each case after notifying Seller, and in no event shall any such removal of soil or sedentary material exceed the depth of the sedentary material of the Retention Pond as set forth and described in **Exhibit 5.7(c)**. Notwithstanding anything herein to the contrary, Seller will have no obligation to indemnify the Buyer Indemnified Persons pursuant to Section 8.9 of this Agreement for any Damages incurred by such Buyer Indemnified Person to the extent such Damages arise out of or relate to the Breach by Buyer and/or its Affiliates of Section 5.7(b) or this Section 5.7(c), and Buyer shall indemnify, defend and hold harmless the Seller Indemnified Persons, pursuant to Article 8, with respect to Third-Party Claims to the extent arising out of or relating to the Breach by Buyer and/or its Affiliates of Section 5.7(b) or this Section 5.7(c). Any soil or sedentary material removed from the Retention Pond in accordance with this Section 5.7(c) may be tested by or on behalf of Buyer to determine its content and classification.

5.8 TRANSFER OF TRANSFERRED PERMITS AND TRANSFERRED EASEMENTS

(a) Seller and Buyer shall use commercially reasonable efforts to cause: (i) the Transferred Permits and Transferred Easements to be transferred to Buyer in Buyer's, its Affiliates' or its designees' name(s) on the Closing Date to the extent transferrable or, if not reasonably possible on the Closing Date, as soon as is reasonably practicable thereafter or, to the extent not transferrable pursuant to applicable Legal Requirements, Seller shall use commercially reasonably efforts to cooperate with Buyer in Buyer's or its Affiliate's efforts to obtain the applicable Transferred Permits and Transferred Easements that shall be reasonably necessary, under applicable Legal Requirements, for Buyer or its Affiliates to own the applicable Purchased Assets at, and operate at, Parcel B and Parcel C, as applicable, upon the Effective Time in

substantially the same manner as operated by Seller or its Affiliates as of the date of this Agreement (the ***"Non-Transferrable Permits and Easements"***); and (ii) to the extent transferrable pursuant to applicable Legal Requirements, the transfer of the Redacted to the Buyer's, its Affiliates' or its designees' name(s) or, to the extent not transferrable pursuant to applicable Legal Requirements, Seller shall use commercially reasonably efforts to cooperate with Buyer in Buyer's or its Affiliate's efforts to obtain the applicable Redacted that shall be reasonably necessary, under applicable Legal Requirements, for Buyer or its Affiliates to own the applicable Purchased Assets at, and operate at, Parcel B and Parcel C, as applicable, upon the Effective Time in substantially the same manner as operated by Seller or its Affiliates as of the date of this Agreement (together with the Non-Transferrable Permits and Easements, collectively, ***"Authorizations"***). To the extent information is needed for Buyer's preparation of applications or related documents in respect of such necessary Authorizations and to the extent such information is then in Seller's possession, Seller shall use commercially reasonably efforts to provide copies of such information in a timely manner, which information may include copies of relevant Authorizations (including the Redacted) that are held by Seller with respect to the operation of Parcel B and Parcel C; provided further, that Seller shall be permitted to withhold or, to the extent reasonably feasible, redact any confidential or proprietary information (including any information that is subject to any confidentiality obligation to any third party). Notwithstanding Seller providing any information or other assistance, Buyer shall be responsible for the applications and other documents submitted and filed to obtain the Authorizations, unless Seller is required under applicable Legal Requirements to submit and file the application or other document to obtain any Authorization. Any and all reasonable external fees, expenses and other costs associated with effectuating such transfers and other actions (including obtaining any necessary Authorizations) shall be borne by Buyer, its Affiliates and/or its designees and none of Seller or its Affiliates shall be responsible for the payment of such external fees, expenses or costs. Except to the extent applicable Legal Requirements require Seller to initiate the transfer of the NPDES Permit TN0002259, Buyer shall, as promptly as reasonably practicable, commence the filing of all applications, documents, and supporting information with all applicable Governmental Bodies that are necessary or appropriate to effectuate such transfers or other actions (including obtaining any necessary Authorizations), or to effectuate the transfer to, or obtaining by, Buyer of each of items 3 and 4 on **Exhibit 6.5**, and complete such filings and commence taking such other actions no later than ten (10) days after the date of this Agreement, provided, however, that with respect to any Transferred Easement added to **Exhibit 2.1(a)(xi)** pursuant to Section 5.16(b), Buyer shall complete such filings and commence taking such other actions no later than ten (10) days after Seller shall provide such updated **Exhibit 2.1(a)(xi)**.

(b) Until the transfer of the Transferred Permits and Transferred Easements to Buyer in Buyer's, its Affiliates' and/or its designees' name(s) has been effected, Seller shall, to the extent permitted under Legal Requirements, use commercially reasonable efforts to take necessary actions to maintain the Transferred Permits and Transferred Easements that have not yet been transferred to Buyer and shall not make any material modifications to the Transferred Permits and Transferred Easements without the prior written Consent of Buyer (which Consent shall not be unreasonably withheld, conditioned or delayed); provided, however, that Buyer shall reimburse Seller and its Affiliates for any reasonable external fees, expenses and costs reasonably incurred by Seller and its Affiliates in connection with such actions promptly following receipt of a written request for reimbursement.

(c) In connection with the actions contemplated by this Section 5.8, each party shall, and shall cause its Affiliates to, (i) provide reasonably necessary assistance to the other party, its Affiliates and its designees in seeking to have the Transferred Permits and Transferred Easements transferred to, and the Authorizations (including the Redacted) obtained by, Buyer, its Affiliates and/or its designees in accordance with this Section 5.8; provided, however, that Buyer shall reimburse Seller and its Affiliates for any reasonable external fees, expenses and costs reasonably incurred by Seller and its Affiliates in connection with such assistance promptly following receipt of a written request for reimbursement and (ii) appoint one employee as the primary point of escalation contact for the other party with respect to such party's obligations pursuant to this Section 5.8, and the parties shall notify each other of the name and relevant contact information for such employee as soon as reasonably practicable following the Closing Date.

(d) Except as otherwise provided in this Agreement or the other Transaction Documents, following the Closing, Buyer, its Affiliates and/or its designees shall be responsible for the maintenance of all of the Transferred Permits, Transferred Easements and Redacted , and none of Seller or any of its Affiliates shall have any obligation to support or maintain the Transferred Permits, Transferred Easements or Redacted .

5.9 NON-ASSIGNABLE ASSETS AND RIGHTS

Notwithstanding anything contained in this Agreement or any other agreement to the contrary, nothing in this Agreement or any other agreement shall be construed as an attempt by Seller or its Affiliates to transfer or assign to Buyer or its Affiliates any asset or rights, if by its terms such asset or right is not transferable or assignable without the Consent or acknowledgment of another party or parties unless such Consent or acknowledgment shall have been given. If the transfer or assignment of such asset or right by Seller or its Affiliates to Buyer or its Affiliates requires the Consent or acknowledgement of a third party and such third-party Consent or acknowledgment is not obtained prior to the Closing, the parties shall, except as otherwise expressly provided in this Agreement, proceed with the Closing, the parties shall use commercially reasonable efforts to obtain such third-party Consent or acknowledgment after the Closing and, until such time as it shall have been obtained, the parties shall cooperate to provide that Buyer and/or its Affiliate shall receive the benefits under such asset or rights which and when it would be entitled if such third-party Consent or acknowledgment had been obtained at or prior to the Closing; provided, that Buyer shall, and shall cause its Affiliates to, pay, satisfy and perform the corresponding Liabilities relating to such asset or rights to the extent that and at the time when Buyer and/or its Affiliates would have been responsible therefor if such third-party Consent or acknowledgment had been obtained, and such asset or rights assigned to Buyer or its Affiliate at the Effective Time, and such Liabilities shall be deemed Assumed Liabilities for purposes of this Agreement. Once such third-party Consent or acknowledgment is obtained, Seller shall, and shall cause its Affiliates to, transfer and assign, to the extent applicable, to Buyer or its Affiliate, and Buyer shall, and shall cause its Affiliates to, accept and assume from Seller or its Affiliate, as applicable, such asset or rights at no additional cost. Except as expressly set forth in this Section 5.9, Buyer acknowledges and agrees that Seller and its Affiliates shall not have any Liability whatsoever (including any Liability under Article 8) to Buyer or any of its Affiliates arising out of or relating to the failure to obtain such third-party Consent or acknowledgment. In connection with Seller's payments to Buyer pursuant to this Section 5.9, Seller shall, or shall cause its

Affiliates to, provide to Buyer copies of reasonable supporting documentation setting forth the details thereof.

5.10 DELIVERY OF CERTAIN PURCHASED ASSETS

(a) On the Closing Date, Seller shall, or shall cause its Affiliates to, send to Buyer an electronic copy of the Transferred Contracts.

(b) On the Closing Date, Seller shall, or shall cause its Affiliates to, send to Buyer an electronic copy of the Transferred Permits.

(c) On the Closing Date, Seller shall, or shall cause its Affiliates to, send to Buyer an electronic copy of evidence of the Transferred Easements.

(d) On the Closing Date, Seller shall, or shall cause its Affiliates to, cause the Deed to transfer the Parcels to be recorded in the appropriate county recording office, and a duly executed, acknowledged and recorded copy of such Deed shall be provided to Buyer within ten (10) days of the Closing Date.

(e) Buyer and Seller acknowledge and agree that delivery of the Purchased Assets set forth on **Exhibit 2.1(a)(i)**, **Exhibit 2.1(a)(ii)**, **Exhibit 2.1(a)(iii)**, **Exhibit 2.1(a)(iv)**, **Exhibit 2.1(a)(v)**, **Exhibit 2.1(a)(vi)**, **Exhibit 2.1(a)(vii)**, **Exhibit 2.1(a)(xii)**, **Exhibit 2.1(a)(xiii)**, **Exhibit 2.1(a)(xiv)**, and **Exhibit 2.1(a)(xv)** shall be deemed to occur automatically upon the Closing.

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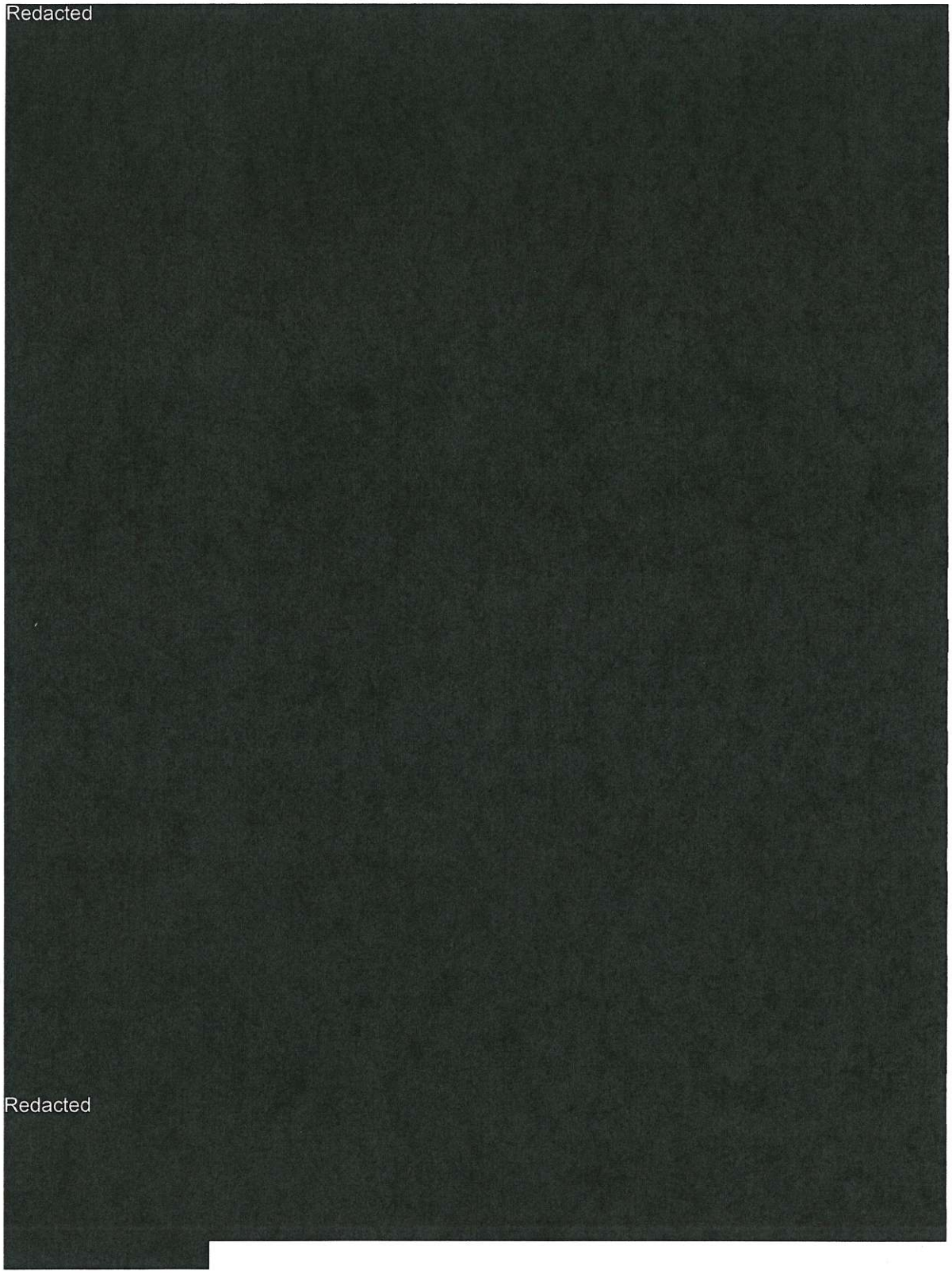
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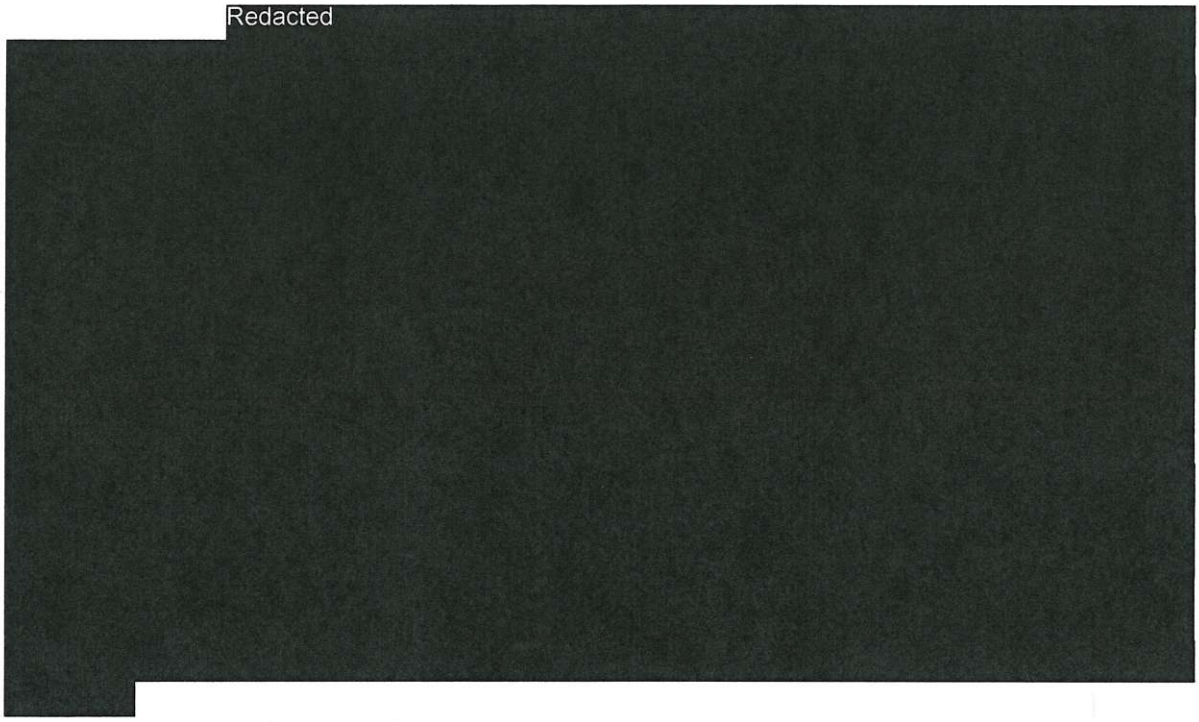
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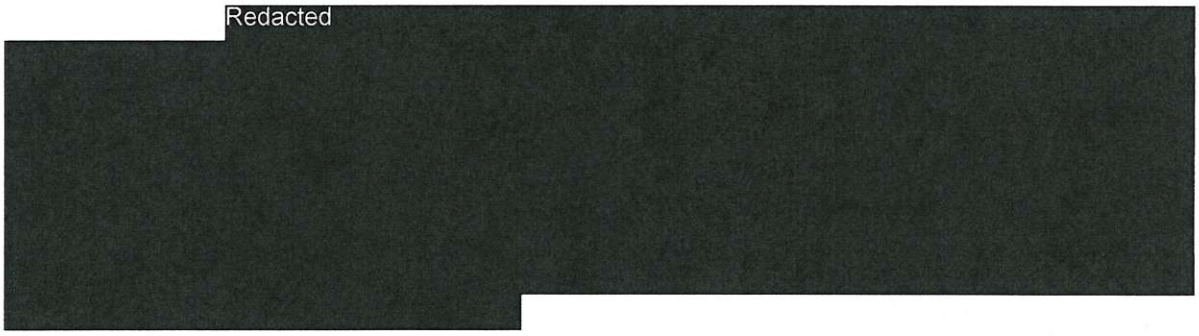
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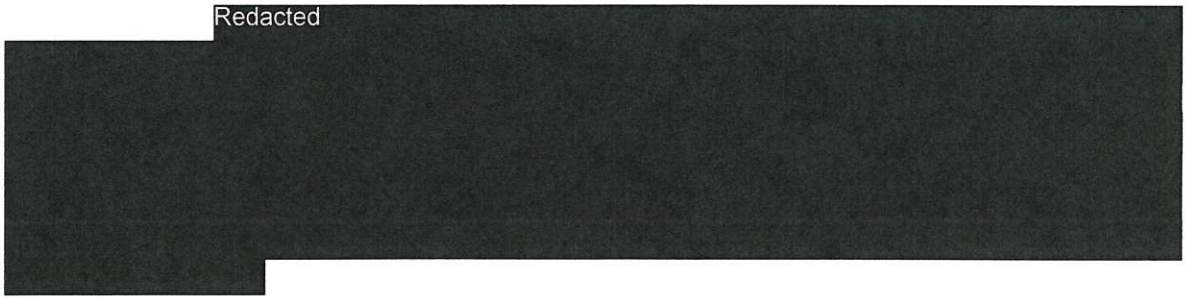
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5.12 BUYER SITE SERVICES AGREEMENT AMENDMENTS

Buyer and Seller acknowledge and agree that, as of the Effective Time, the Buyer Site Services Agreement shall be amended to: (a) add the Buyer Filtered Water SLA, the Buyer Fire Water SLA, the Buyer Sanitary Sewer SLA, the Buyer Storm Water Handling SLA, the Chilled Water SLA and the Server Room SLA as Exhibits to the Buyer Site Services Agreement and Buyer shall, in each case, provide Seller with the services described therein pursuant to the terms and conditions of the Buyer Site Services Agreement and (b) remove and delete Section 5.07 of the Buyer Site Services Agreement, which shall be of no further effect. For the avoidance of doubt, the Buyer Filtered Water SLA, the Buyer Fire Water SLA, the Buyer Sanitary Sewer SLA, the Buyer Storm Water Handling SLA, the Chilled Water SLA and the Server Room SLA shall each constitute an SLA under the Buyer Site Services Agreement.

5.13 TERMINATION OF SERVICES UNDER THE SELLER SITE SERVICES AGREEMENT; OBLIGATIONS TO PROVIDE SERVICES AT OLD HICKORY PLANT SITE; TERMINATION OF GROUND LEASE

(a) Seller and Buyer acknowledge and agree that (i) as of the Effective Time, the Services set forth in Exhibit B, Schedule 3 (Electrical Power), Exhibit B, Schedule 4 (Filtered Water), Exhibit B, Schedule 5 (Fire Water), Exhibit B, Schedule 6 (Sanitary Sewers), Exhibit B, Schedule 7 (Security and Gate Services) and Exhibit B, Schedule 9 (Wastewater Treatment and Stormwater Handling) of the Seller Site Services Agreement (collectively, the ***"Terminated Services"***) shall terminate and (ii) Seller shall have no further obligation to provide the Terminated Services on and after the Effective Time. Seller and Buyer acknowledge that the services set forth on Exhibit B, Schedule 1 (Chilled Water), Exhibit B, Schedule 2 (Compressed Air) and Exhibit B, Schedule 8 (Steam) were previously terminated by Seller and Buyer.

(b) Seller and Buyer acknowledge and agree that (i) on and after the Effective Time, Buyer and its Affiliates shall be solely responsible for providing (A) electrical power services, compressed air services, filtered water services, fire water services, sanitary sewer services, wastewater treatment services, and chilled water services pursuant to and in accordance with the Buyer Site Services Agreement and the Transferred Contracts and (B) storm water handling services for the Old Hickory Plant Site pursuant to and in accordance with the Buyer Site Services Agreement and the Transferred Contracts and (ii) none of Seller nor any of its Affiliates shall have any responsibility or obligation to provide such services on and after the Effective Time.

(c) Seller and Buyer acknowledge and agree that, as of the Effective Time, the Ground Lease and the Seller Site Services Agreement shall each terminate.

5.14 6T WAREHOUSE

Buyer and Seller acknowledge and agree that (a) on and after the Effective Time, Buyer shall be solely responsible for providing fire water services to the 6T warehouse located adjacent to Seller's Old Hickory Plant Site at 351 Hillman Place, Old Hickory, Tennessee, 37138, and (b) none of Seller nor any of its Affiliates shall have any responsibility or obligation to provide fire water services to the 6T Warehouse.

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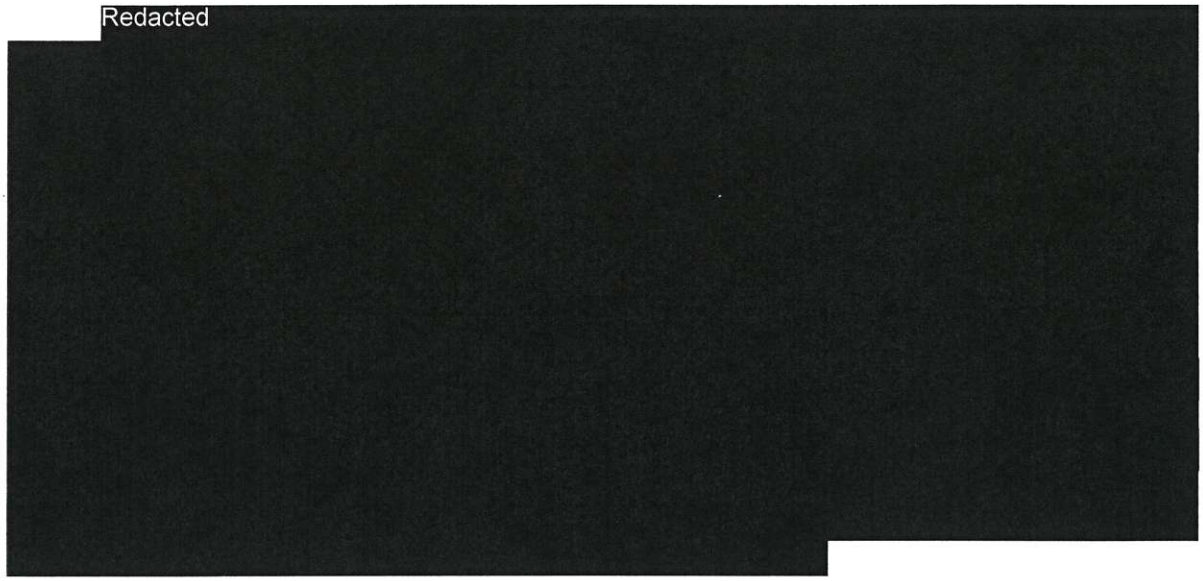

5.16 SCHEDULE UPDATES

(a) Prior to the Closing, Seller may supplement the **Seller's Disclosure Schedules** with respect to any matter newly arising after the date of this Agreement related to the Seller's Closing Representations and Warranties solely to the extent such supplements would not disclose a change, effect, event, result, occurrence, condition or fact that has had, individually or in the aggregate, a Material Adverse Effect.

(b) On or prior to August 31, 2019, Seller may supplement, subject to Buyer's approval (such approval by Buyer not to be unreasonably withheld, conditioned or delayed), (i) Exhibit 2.1(a)(xi) to include any additional Transferred Easements, (ii) Exhibits A and B to **Exhibit 1(A)**, Exhibits A and B to **Exhibit 1(B)**, and Exhibit A to **Exhibit 1(C)**, (iii) the Investigation NDA, and (iv) **Exhibit 1(M)**, **Exhibit 1(N)**, **Exhibit 1(O)**, and **Exhibit 1(R)**.

5.17 REESTABLISHING STEAM LINES AND CHILLED WATER LINES; CONSULTATION

Buyer and/or its Affiliates shall use their commercially reasonable efforts to relocate to Parcel B and reestablish the steam lines and chilled water lines that are identified on **Exhibits 2.1(a)(v) and 2.1(a)(xiii)**, respectively, which are identified thereon as being located at Powerhouse #1, as promptly as practicable following the Closing and in all events not later than Redacted (such relocation and reestablishment, the "***Reestablishment***"). Buyer acknowledges and agrees that from and after Redacted, Seller may, at its sole discretion, demolish and remove Powerhouse #1 located on Seller's real property, through which the above referenced steam lines and chilled water lines are located, including any assets, property or improvements located therein or thereunder. In connection with the Reestablishment, Seller shall make available to Buyer, upon reasonable prior written notice from Buyer, at no charge, up to a

maximum of eight (8) personnel and/or consultants of Seller or its Affiliates, selected by Seller, who are knowledgeable with respect to the Reestablishment to meet in person or telephonically at the election of Seller, with personnel of Buyer to provide reasonable consultation to facilitate understanding of the Reestablishment for up to an aggregate maximum of eighty (80) man hours of consultation. Buyer shall indemnify and hold harmless, pursuant to Article 8, all Seller Indemnified Persons the amount of Damages actually incurred by such Seller Indemnified Persons arising out of or relating to the provision of any consultation services provided under this Section 5.17 and Buyer further acknowledge and agrees that (a) none of Seller, its Affiliates or any of their respective personnel make, and each of Seller, its Affiliates or any of their respective personnel expressly disclaim, any representation or warranty (express or implied) with respect to the consultation services provided hereunder, and (b) Buyer and its Affiliates are not relying on any such representations or warranties (express or implied) with respect to the consultation services provided hereunder.

From and after the Closing Date until the Termination Time (as such term is defined in the seller access agreement, a form of which is attached hereto as Exhibit 1(A)), Buyer shall, and shall cause its Affiliates and their respective employees and agents to, at no expense, provide to Seller and its Affiliates, and their respective employees, agents, consultants and contractors, access during normal business hours to the weigh scale(s) contained on Parcel B for use in connection with the demolition and removal of Powerhouse #1.

5.18 POST-CLOSING RELEASES OF HAZARDOUS MATERIALS

(a) Following the Effective Time, Buyer shall, and shall cause its Affiliates and/or their respective assignees to, as promptly as practicable, but in no event later than the time required under applicable Legal Requirements to notify or report to the applicable Governmental Body the incidents described in (i) or (ii) below, notify Seller in writing of (i) any Release of Hazardous Materials on, under, about or emanating from the Parcels or (ii) any breach or violation of Environmental Law or Environmental Permit by Buyer, its Affiliates, and/or their respective assignees or tenants, to the extent such breach or violation is reasonably likely to materially affect Environmental Conditions in groundwater on, under, about or emanating from the Parcels, in each of (i) or (ii) to the extent that such Release or breach or violation would be required to be notified or reported to a Governmental Body pursuant to applicable Legal Requirements or (x) which is otherwise notified or reported to any Governmental Body or (y) with respect to which Buyer, its Affiliates, and/or their respective assignees or tenants receives written notice thereof from any Governmental Body (each, a ***"Reportable Event"***). Without limitation to the foregoing, Buyer shall, and shall cause its Affiliates and/or their respective assignees to, provide to Seller, on an annual basis and upon Seller's reasonable request (not to exceed twice in any calendar year), a written report of all Releases of Hazardous Materials, *de minimis* or otherwise (but excluding any Reportable Event to the extent Buyer shall have provided written notice thereof to Seller), to the extent that such Release is reasonably likely to materially affect Environmental Conditions in groundwater on, under, about or emanating from the Parcels, during the twelve (12) months immediately preceding such written report (each, an ***"Annual Report"***). In connection with any Reportable Event and/or any Release described in any Annual Report, Buyer shall, and shall cause its Affiliates and/or their respective assignees and tenants to, at Seller's reasonable request, provide to Seller, to the extent not prohibited by applicable Legal Requirements, copies of all

supporting documentation, records, reports and other documents or information (including, without limitation, any reports and related documentation, notices and correspondences submitted to or received from any Governmental Body) that may be under Buyer's, its Affiliates', their respective assignees' or tenants' or their respective agents' or representatives' possession or control relevant in any material respect to such Reportable Event or other Release; provided, that Buyer, its Affiliates, and/or their respective assignees or tenants may (i) redact any such documentation, records, reports and other documents or information to the extent necessary to preserve any trade secrets or any employee or personal information, and (ii) withhold or redact any such documentation, records, reports and other documents or information which is privileged or not relevant; provided, further, that to the extent that applicable Legal Requirements shall prohibit the provision to Seller of copies of any such documentation, records, reports and other documents or information, such Person shall provide a list or description of all such materials so withheld and a description of the legal basis for the withholding thereof.

(b) In addition to the foregoing and without limitation to Section 8.9, following the Effective Time, Buyer shall, and shall cause its Affiliates and/or their respective assignees to, to the extent not prohibited by applicable Legal Requirements, provide prompt written notice to Seller of actual or alleged Proceedings, Orders, and/or written notices from a Governmental Body or third party of an investigation or claim, in each case regarding the Release or presence of Hazardous Materials that is reasonably likely to materially affect an Environmental Condition in groundwater on, under, about or emanating from the Parcels. Buyer shall, and shall cause its Affiliates and/or their respective assignees and tenants to, at Seller's reasonable request, provide, to the extent not prohibited by applicable Legal Requirements, to Seller copies of all supporting documentation, records, reports and other documents or information (including, without limitation, any reports and related documentation, notices and correspondences submitted to or received from any Governmental Body) that may be under Buyer's, its Affiliates', their respective assignees' or tenants' or their respective agents' or representatives' possession or control relevant in any material respect to such Proceedings, Order, investigation or claim; provided, that Buyer, its Affiliates, and/or their respective assignees and tenants may (i) redact any such documentation, records, reports and other documents or information to the extent necessary to preserve any trade secrets or any employee or personal information and (ii) withhold or redact any such documentation, records, reports and other documents or information which is privileged or not relevant; provided, further, that to the extent that applicable Legal Requirements shall prohibit the provision to Seller of copies of any such documentation, records, reports and other documents or information, such Person shall provide a list or description of all such materials so withheld and a description of the legal basis for the withholding thereof.

(c) To the extent Seller reasonably determines that Seller would like to take further investigation with respect to any Reportable Event, other Release described in any Annual Report and/or any Proceedings, Order, investigation or claim by any Governmental Body or any third party described in Sections 5.18(a) or (b), Buyer shall, and shall cause its Affiliates and/or their respective assignees to, provide to Seller, to the extent not prohibited by applicable Legal Requirements, its Affiliates and any of their respective employees, representatives or agents who have a need to know and are investigating, evaluating, performing or assisting Seller or its Affiliates in any investigation of any such Reportable Event, other Release described in any Annual Report and/or any Proceedings, Order, investigation or claim by any Governmental Body or any third party described in Section 5.18(a) or (b) (each, an ***"Investigation"***), (1) commercially

reasonable assistance in connection with such Investigation efforts and (2) reasonable access, at times reasonably agreed between the Seller and the applicable parties, to the Purchased Assets and all structures located thereon, which are reasonably related to the Investigation; provided, however, that Seller and its Affiliates and their respective employees, representatives and agents shall use commercially reasonable efforts to minimize any disruption to, Buyer's, its Affiliates', and/or their respective assignees' or tenants' operation of such Purchased Assets; and provided, further, that any such Investigation shall be limited to an investigation, evaluation and review of Environmental Conditions in groundwater on, under, about or emanating from the Parcels. Seller shall provide, and shall cause its Affiliates and their respective employees, representatives or agents to provide, to the extent not prohibited by applicable Legal Requirements, to Buyer, its Affiliates, and/or their respective assignees, copies of all material documentation, records, reports and other documents or information that is under Seller's, its Affiliates', their respective assignees' or their respective agents' or representatives' possession or control, and that is obtained or derived from, and relevant in any material respect to, such Investigation; provided, that Seller, its Affiliates, and/or their respective employees, representatives or agents may (i) redact any such documentation, records, reports and other documents or information to the extent necessary to preserve any trade secrets or any employee or personal information and (ii) withhold or redact any such documentation, records, reports and other documents or information which is privileged or not relevant; provided, further, that to the extent that applicable Legal Requirements shall prohibit the provision to Buyer of copies of any such documentation, records, reports and other documents or information, such Person shall provide a list or description of all such materials so withheld and a description of the legal basis for the withholding thereof.

(d) All information, documentation, records, reports and other documents or information provided to Seller, its Affiliates and/or any of their respective employees, representatives or agents in connection with or arising out of this Section 5.18, and all information, documentation, records, reports and other documents or information provided to Buyer, its Affiliates, and/or any of their respective employees, representatives or agents in connection with or arising out of this Section 5.18, are and shall be Confidential Information of the applicable party, and subject to the Non-Disclosure Agreement attached hereto as **Exhibit 5.18** (***"Investigation NDA"***). Prior to disclosing any such Confidential Information, Seller and Buyer shall ensure (i) that their respective employees, and those of their respective Affiliates, as applicable, are bound by confidentiality and non-use restrictions, at least as restrictive as those in the Investigation NDA, and (ii) any representative or agent of Seller or Buyer, or their respective Affiliates, as applicable, have executed and joined into the Investigation NDA.

For the avoidance of doubt, to the extent Buyer transfers title or ownership of the Purchased Assets to any purchaser or successor entity, successor in interest or other assignee, Buyer shall cause the obligations under Section 5.18(a) through (d) to be binding upon and inure to the benefit to such purchaser or successor entity, successor in interest or other assignee. Buyer shall cause any purchaser or successor entity, successor in interest or other assignee to signify its agreement to be bound by the terms and conditions of Section 5.18(a) through (d) in a writing in a form and substance reasonably acceptable to Seller. Notwithstanding the foregoing, in the event that Buyer shall fail to obtain such writing in such form and substance reasonably acceptable to Seller, Buyer shall indemnify (pursuant to Article 8 and subject to any limitations on indemnification contained in this Agreement) Seller for and against any Damages incurred by Seller as a result of Buyer not complying with this Section 5.18.

5.19 AMENDMENT TO DECLARATION OF ACCESS EASEMENT

Seller and Buyer acknowledge that Berry, 3M, Redacted Redacted, and Redacted are current Owners and/or Occupants of the Land (each such company, together with their respective Affiliates, successors, assigns, transferees, tenants and/or subtenants, and each future Affiliate, successor, assign, transferee, tenant and/or subtenant thereafter, along with Seller, being an ***"Existing Occupant"***).

Prior to Closing, Seller shall use its reasonable best efforts to record at the Register's Office in Davidson County, TN a limitation of Seller's rights under the Declaration of Access Easement, dated as of July 5, 2017 (recorded in Davidson County, TN, July 18, 2017 at 20170718-0072289) (the "Access Easement"), to reflect that, from and after the Effective Date, any Owner of a Burdened Parcel onto which access is granted or in which a road is situated or traverses shall be permitted to charge to any other Owner or Occupant of the Land (other than the Existing Occupants) (each, a ***"New Owner or Occupant"***), a proportionate share of extraordinary maintenance and repair costs of such roads situated on or traversing such Burdened Parcel to the extent that such New Owner or Occupant utilizes such roads in a manner that is materially different from the uses of such roads over the Burdened Parcel at any time prior to the Effective Date. For purposes of this Section 5.19, "extraordinary maintenance and repair costs" means actual and direct costs for maintenance and repairs which are necessitated by the use of such roads by such New Owner or Occupant in the manner described in the immediately preceding sentence and are not costs otherwise associated with normal wear and tear on such roads. Subject to applicable Legal Requirements, to the extent that any New Owner or Occupant requests access to or use of any gate located on the Burdened Parcel, which access or use is materially different or materially greater than the then current access or use of such gate, the Owner of the Burdened Parcel shall be permitted to charge to such New Owner or Occupant its incremental actual and direct costs of operating and staffing such gates to the extent directly resulting from such New Owner's or Occupant's requested access or use activities. For purposes of this Section 5.19, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Access Easement. Seller shall provide Buyer, prior to filing, the limitation of Seller's rights described above for Buyer's review and approval (such approval by Buyer not to be unreasonably withheld, conditioned or delayed).

ARTICLE 6
CONDITIONS PRECEDENT TO THE CLOSING RELATED TO SELLER

The obligation of Seller at the Closing to consummate the Contemplated Transactions shall be subject to the waiver by Seller or the satisfaction on or prior to the Closing Date of each of the following conditions, except to the extent the failure of such condition to be satisfied is due to the fault of Seller:

6.1 ACCURACY OF REPRESENTATIONS; PERFORMANCE OF OBLIGATIONS

The representations and warranties of Buyer set forth in Sections 4.1, 4.2 and 4.4 shall be true and correct in all material respects as of the Closing Date (in the case of any representation or warranty not qualified by materiality) or true and correct in all respects as of the Closing Date (in the case of any representation or warranty qualified by materiality); provided, however, that to the extent such representations and warranties expressly relate to an earlier date, such representations and warranties shall be true and correct in all material respects as of such earlier date (in the case of any representation or warranty not qualified by materiality) or true and correct in all respects as of such earlier date (in the case of any representation or warranty qualified by materiality); provided, that Buyer shall be entitled to cure any Breach of a representation and warranty up to the Closing Outside Date in order to satisfy this Section 6.1 prior to the Closing Outside Date. Buyer shall have performed and complied with, in all material respects (considered individually and collectively), all of its covenants and obligations required to be performed by it under this Agreement at or prior to the Closing; provided, that Seller shall provide to Buyer notice of any failure of Buyer to perform or comply with any such covenants or obligations and Buyer shall have until the Closing Outside Date to cure any failure to perform any such covenants or obligations which are capable of being cured.

6.2 BUYER'S DELIVERIES

At the Closing, Buyer shall have delivered to Seller:

(a) an amount equal to the Purchase Price by wire transfer of immediately available funds to the account(s) designated by Seller;

(b) (i) a certificate executed by an authorized officer of Buyer, in the form attached hereto as **Exhibit 6.2(b)**, dated as of the Closing Date, certifying that the conditions contained in Section 6.1 have been duly performed in all material respects and (ii) a copy of the resolutions of the members of Buyer authorizing the execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions by Buyer and a certificate of an authorized officer dated as of the Closing Date certifying that such resolutions were duly adopted and are in full force and effect;

(c) two (2) duly executed counterparts to each of the Transaction Documents required to be executed and delivered by Buyer and/or its Affiliates on or prior to the Closing Date; and

(d) a duly executed copy of the forms of transfer set forth in **Exhibit 6.2(d)**.

6.3 NO PROCEEDINGS; NO LEGAL REQUIREMENT

No Legal Requirement shall be in effect which prohibits or materially restricts the Contemplated Transactions at the Closing, or which otherwise adversely affects in any material respect the right or the ability of Seller to sell, transfer or assign the Purchased Assets, in whole or material part, and no Proceeding initiated by a party other than Seller or its Affiliates (that has not been withdrawn, dismissed with prejudice, rescinded or otherwise eliminated) shall be pending before, or Threatened by, any Governmental Body which is reasonably likely to result in a Legal Requirement having such effect.

6.4 NO PROHIBITION

Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), result in a violation of any Legal Requirement in any material respect.

6.5 CONSENT

Each Consent identified on **Exhibit 6.5** required with respect to the Contemplated Transactions shall have been obtained and shall be in full force and effect in a form and substance reasonably satisfactory to Seller and Buyer.

ARTICLE 7
CONDITIONS PRECEDENT TO CLOSING RELATED TO BUYER

The obligation of Buyer at the Closing to consummate the Contemplated Transactions shall be subject to the waiver by Buyer or the satisfaction on or prior to the Closing Date of each of the following conditions, except to the extent the failure of such condition to be satisfied is due to the fault of Buyer:

7.1 ACCURACY OF REPRESENTATIONS; PERFORMANCE OF OBLIGATIONS

The representations and warranties of Seller set forth in Sections 3.1, 3.2 and 3.3 shall be true and correct in all material respects as of the Closing Date (in the case of any representation or warranty not qualified by materiality) or true and correct in all respects as of the Closing Date (in the case of any representation or warranty qualified by materiality); provided, however, that to the extent such representations and warranties expressly relate to an earlier date, such representations and warranties shall be true and correct in all material respects as of such earlier date (in the case of any representation or warranty not qualified by materiality) or true and correct in all respects as of such earlier date (in the case of any representation or warranty qualified by materiality); provided, that Seller shall be entitled to cure any Breach of a representation and warranty up to the Closing Outside Date in order to satisfy this Section 7.1 prior to the Closing Outside Date. Seller shall have performed and complied with, in all material respects (considered individually and collectively), all of its covenants and obligations required to be performed by it under this Agreement at or prior to the Closing; provided, that Buyer shall provide to Seller notice of any failure of Seller to perform or comply with any such covenants or obligations and Seller shall have until the Closing Outside Date to cure any failure to perform any such covenants or obligations which are capable of being cured.

7.2 SELLER'S DELIVERIES

At the Closing, Seller shall have delivered, or caused to have been delivered, to Buyer:

(a) except as set forth in any Transaction Document, the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances);

(b) a certificate executed by an authorized officer of Seller, in the form attached hereto as **Exhibit 7.2(b)**, dated as of the Closing Date, certifying that the conditions contained in Section 7.1 have been duly performed in all material respects;

(c) two (2) duly executed counterparts to each of the Transaction Documents required to be executed and delivered by Seller and/or its Affiliates on or prior to the Closing Date;

(d) one (1) duly executed and acknowledged original of each Easement in recordable form;

(e) one (1) duly executed and acknowledged original of the Deed in recordable form;

(f) a duly executed copy of the forms of transfer set forth on **Exhibit 6.2(d)**; and

(g) such other instruments of conveyance and transfer, in form reasonably satisfactory to Buyer and its counsel, as shall be necessary and effective to transfer, assign, and vest in, Buyer or its Affiliates, all right, title and interest in and to the Purchased Assets as contemplated herein, free and clear of all Encumbrances (other than Permitted Encumbrances).

7.3 NO PROCEEDINGS; NO LEGAL REQUIREMENT

No Legal Requirement shall be in effect which prohibits or materially restricts the Contemplated Transactions at the Closing, or which otherwise adversely affects in any material respect the right or the ability of Buyer to own, operate and control the Purchased Assets (other than as contemplated in the Transaction Documents), in whole or material part, and no Proceeding initiated by a party other than Buyer or its Affiliates (that has not been withdrawn, dismissed with prejudice, rescinded or otherwise eliminated) shall be pending before, or Threatened by, any Governmental Body which is reasonably likely to result in a Legal Requirement having such effect.

7.4 NO PROHIBITION

Neither the consummation nor the performance of any of the Contemplated Transactions will, directly or indirectly (with or without notice or lapse of time), result in a violation of any Legal Requirement in any material respect.

7.5 MATERIAL ADVERSE EFFECT

As of the Closing Date, there shall not be any Material Adverse Effect.

7.6 CONSENT

Each Consent identified on **Exhibit 6.5** required with respect to the Contemplated Transactions shall have been obtained and shall be in full force and effect in a form and substance reasonably satisfactory to Seller and Buyer.

ARTICLE 8
INDEMNIFICATION; REMEDIES

8.1 INDEMNIFICATION AND PAYMENT OF DAMAGES BY SELLER

From and after the Effective Time, Seller shall indemnify, defend and hold harmless Buyer and its Affiliates and their respective directors, officers, employees, stockholders, and members (collectively, the ***"Buyer Indemnified Persons"***) for, and shall pay to each Buyer Indemnified Person the amount of, any Liabilities and/or judgments (including reasonable legal, accounting and other professional fees and expenses and court costs) (collectively, ***"Damages"***) actually incurred by such Buyer Indemnified Person, arising out of or relating to (a) any Breach by Seller of any representation or warranty made by Seller in this Agreement (excluding the Environmental Representations, which shall be governed exclusively by Section 8.9), (b) any Breach by Seller or any Affiliate of Seller of any covenant or obligation of Seller or any Affiliate of Seller in this Agreement or (c) any Excluded Liability; provided, however, that, except for the rights and remedies reserved under Section 8.4(b), and notwithstanding the foregoing, Seller's exclusive obligations to indemnify, defend and hold harmless the Buyer Indemnified Persons for any such Damages arising out of or relating to Environmental Conditions shall be as set forth in Section 8.9, if applicable.

8.2 INDEMNIFICATION AND PAYMENT OF DAMAGES BY BUYER

From and after the Effective Time, Buyer shall indemnify, defend and hold harmless Seller and its Affiliates and their respective directors, officers, employees, stockholders and members (collectively, the ***"Seller Indemnified Persons"***) for, and shall pay to each Seller Indemnified Person the amount of, any Damages actually incurred by such Seller Indemnified Person arising out of or relating to (a) any Breach by Buyer of any representation or warranty made by Buyer in this Agreement, (b) any Breach by Buyer or any Affiliate of Buyer of any covenant or obligation of Buyer or any Affiliate of Buyer in this Agreement, or (c) any Assumed Liability; provided, however, that, except for the rights and remedies reserved under Section 8.4(b), and notwithstanding the foregoing, but subject to Section 5.7(c), Buyer's exclusive obligation to indemnify, defend and hold harmless the Seller Indemnified Persons for any such Damages arising out of or relating to Environmental Conditions shall be as set forth in Section 8.9, if applicable.

8.3 SURVIVAL; TIME LIMITATIONS

All representations and warranties of Seller (excluding the Environmental Representations, which shall be governed exclusively by Section 8.9) and Buyer in this Agreement and the indemnification obligations under Sections 8.1(a) and 8.2(a) shall each survive the Effective Time and terminate and expire on the date that is Redacted months after the Closing Date, except that (a) if written notice of any claim for indemnification under Section 8.1(a) or 8.2(a) has been given within the applicable survival period, then, solely with respect to the subject matter of such indemnification claim, the applicable representations and warranties and the indemnification obligations under Section 8.1(a) or 8.2(a), as applicable, shall survive until such claim is finally resolved in accordance with the terms of this Agreement, and (b) all Fundamental Representations and the indemnification obligations under Sections 8.1(a) and 8.2(a), as applicable, shall survive the Effective Time and terminate and expire on the date that is twenty (20) years after the Effective

Time. The indemnification obligations under Sections 8.1(b), 8.1(c), 8.2(b), 8.2(c) and, to the extent not related to Breaches of representations and warranties of Seller, Section 10.11, as applicable, shall each survive the Effective Time until the expiration of the applicable statute of limitations with respect to the indemnification claim being asserted; provided, however, that if written notice of any claim for indemnification under Sections 8.1(b), 8.1(c), 8.2(b), 8.2(c) or, to the extent not related to Breaches of representations and warranties of Seller, Section 10.11, as applicable, has been given within the applicable survival period, then, solely with respect to the subject matter of such indemnification claim, the indemnification obligations under Sections 8.1(b), 8.1(c), 8.2(b), 8.2(c) and 10.11, as applicable, shall survive until such claim is finally resolved in accordance with the terms of this Agreement.

8.4 LIMITATIONS ON DAMAGES

(a) Seller shall not be liable under Section 8.1(a) for an indemnification claim with respect to an individual item or occurrence unless and until the amount of all Damages claimed thereunder individually exceeds Redacted United States Dollars (U.S. $Redact) and all such Damages individually exceeding such amount exceed, in the aggregate, Redacted Redacted United States Dollars (U.S. $Redacte) (the ***"Basket"***), and then only for the amount by which such Damages exceed the Basket. Notwithstanding anything contained in this Agreement to the contrary, Seller's total and aggregate Liability for all claims under Section 8.1(a) shall in no event exceed Redacted United States Dollars (U.S. $Redacte) (the ***"Cap"***). Notwithstanding the foregoing, neither the Basket nor the Cap shall apply to any indemnification obligations under Section 8.1(a) resulting from any Breach of any Fundamental Representation.

(b) Notwithstanding anything contained in this Agreement to the contrary, except as set forth in Section 10.4 or as otherwise expressly provided in this Section 8.4(b) or in any other Transaction Document, Buyer acknowledges and agrees that from and after the Effective Time, its and any Buyer Indemnified Person's sole and exclusive remedies with respect to any and all claims against Seller or its Affiliates arising out of or relating to this Agreement (including for Breaches of representations and warranties) or any of the transactions contemplated hereby, or the Purchased Assets shall be pursuant to the indemnification provisions set forth in this Article 8 and Section 10.11, or as otherwise provided in the Transaction Documents or the Redacted Redacted. Notwithstanding the foregoing, the parties acknowledge and agree that each party retains all rights and remedies existing at law that it may have with respect to any Environmental Conditions with respect to the groundwater on, under, about or emanating from the Parcels.

(c) Notwithstanding anything contained in this Agreement to the contrary, no Indemnifying Person shall have any obligation to indemnify any Indemnified Person for lost profits or for consequential, incidental, punitive or exemplary Damages under this Agreement, other than for any such lost profits or Damages actually incurred by the Indemnified Person pursuant to a Third-Party Claim within the scope of the indemnification obligations set forth in this Article 8 and Section 10.11. Each party agrees that it shall not set-off or apply any Damages or other payment obligations owed to it by the other party under this Agreement or any other Transaction Document against any amounts owed by it to the other party under this Agreement, any other Transaction Document or any other agreement.

8.5 PROCEDURE FOR INDEMNIFICATION-THIRD-PARTY CLAIMS

(a) Promptly after receipt by an Indemnified Person under Section 8.1, 8.2, 8.9 or 10.11 of notice of the commencement or Threatened commencement of any third-party Proceeding against it (a ***"Third-Party Claim"***), such Indemnified Person shall, if a claim is to be made against a Person (the ***"Indemnifying Person"***) under Section 8.1, 8.2, 8.9 or 10.11, give written notice containing reasonable detail to the Indemnifying Person of the assertion of such Third-Party Claim.

(b) Subject in all events to Section 8.9, if any Third-Party Claim is brought against an Indemnified Person, the Indemnifying Person may participate in the defense of such Third-Party Claim and, to the extent that it may elect, to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Person. In such event, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under Section 8.1, 8.2, 8.9 or 10.11, as applicable, for any fees of other counsel with respect to the defense of such Proceeding; provided, however, that if the Indemnifying Person and the Indemnified Person are both named parties to the Proceeding and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, then the Indemnified Person may participate in such defense with one separate counsel (and one additional separate local counsel) at the reasonable expense of the Indemnifying Person. An election to assume the defense of a Third-Party Claim shall not be deemed to be an admission that the Indemnifying Person is liable to the Indemnified Person in respect of such Third-Party Claim or that the claims made in the Third-Party Claim are within the scope of or subject to indemnification under Section 8.1, 8.2, 8.9 or 10.11, as applicable. If the Indemnifying Person assumes the defense of a Third-Party Claim, then the Indemnified Person may participate in the defense of such Third-Party Claim, including attending meetings, conferences, teleconferences, settlement negotiations and other related events (and to employ counsel at its own expense in connection therewith); provided, it being understood that the Indemnifying Person shall control the defense of such Third-Party Claim. If the Indemnifying Person assumes the defense of any such Third-Party Claim, the Indemnified Person shall reasonably cooperate with the Indemnifying Person in the defense of such Third-Party Claim. If the Indemnifying Person assumes the defense of the Third-Party Claim, no compromise or settlement of such claim may be effected by the Indemnifying Person without the Indemnified Person's prior written consent (which shall not be unreasonably withheld, conditioned or delayed) unless (i) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person, (ii) the sole relief provided is monetary Damages that are paid in full by the Indemnifying Person and (iii) the terms of such compromise or settlement include a full and unconditional release of the Indemnified Person and its Affiliates from all Liability with respect to such Third-Party Claim. Without the Indemnifying Person's prior written Consent, which Consent shall not be unreasonably withheld, conditioned or delayed, no Indemnified Person may settle or compromise any Third-Party Claim or Consent to the entry of any judgment for which the Indemnified Person is seeking indemnification under Section 8.1, 8.2, 8.9 or 10.11, as applicable, unless the Indemnifying Person fails to assume and maintain the defense of such Third-Party Claim pursuant to this Section 8.5(b). If it is ultimately determined that the Indemnifying Person is not obligated to indemnify, defend or hold harmless the Indemnified Person in connection with any Third-Party Claim, then the Indemnified Person shall promptly reimburse the Indemnifying Person for any and

all costs and expenses (including reasonable attorneys' fees and court costs) incurred by the Indemnifying Person in its defense of such Third-Party Claim.

8.6 PROCEDURE FOR INDEMNIFICATION-OTHER CLAIMS

In the event any Indemnified Person shall have a claim for indemnification for any matter not involving a Third-Party Claim, the Indemnified Person shall promptly deliver written notice of such claim to the Indemnifying Person, specifying with reasonable particularity the claim and the basis for such claim.

8.7 NET RECOVERY; MITIGATION; TREATMENT; ETC.

The amount of any Damages for which indemnification is provided under Section 8.1, 8.2 or 10.11, as applicable, shall be net of (a) any amounts recovered by the Indemnified Person pursuant to any indemnification by, or indemnification agreement with, any third party who has brought any such claim or demand and (b) any unaffiliated third-party insurance proceeds or other cash receipts or sources of reimbursement received from an unaffiliated third party as an offset against or otherwise covering such Damages, in each case, net of all reasonable out-of-pocket costs and expenses actually incurred by the Indemnified Person in obtaining such amounts or proceeds. If the amount to be netted hereunder from any payment required under Section 8.1, 8.2 or 10.11, as applicable, is determined after payment by the Indemnifying Person of any amount otherwise required to be paid to an Indemnified Person pursuant to this Article 8, then the Indemnified Person shall repay to the Indemnifying Person, promptly after such determination, any amount that the Indemnifying Person would not have had to pay pursuant to this Article 8 had such determination been made at the time of such payment by the Indemnifying Person. The parties shall take and shall cause their Affiliates to take all commercially reasonable steps in accordance with Legal Requirements to mitigate any Damages for which indemnification is provided under Section 8.1, 8.2 or 10.11, as applicable, upon becoming aware of any event that would reasonably be expected to, or does, give rise to such Damages. Any indemnity payment under this Agreement shall be treated as an adjustment to the Purchase Price for Tax purposes, unless a final determination with respect to the Indemnified Person or any of its Affiliates causes any such payment not to be so treated.

8.8 SINGLE RECOVERY

For the avoidance of doubt, notwithstanding anything contained in this Agreement to the contrary, each of the Buyer Indemnified Persons and the Seller Indemnified Persons shall not be entitled to obtain a recovery for any Damages arising out of or relating to (a) any Breach by a party of any representation or warranty made by such party in this Agreement, (b) any Breach by a party of any covenant or obligation of such party in this Agreement or (c) any Excluded Liability that arises out of or relates to the Purchased Assets or any Assumed Liability (as applicable), that would result in the duplication of recovery with respect to the underlying facts giving rise to the applicable claims.

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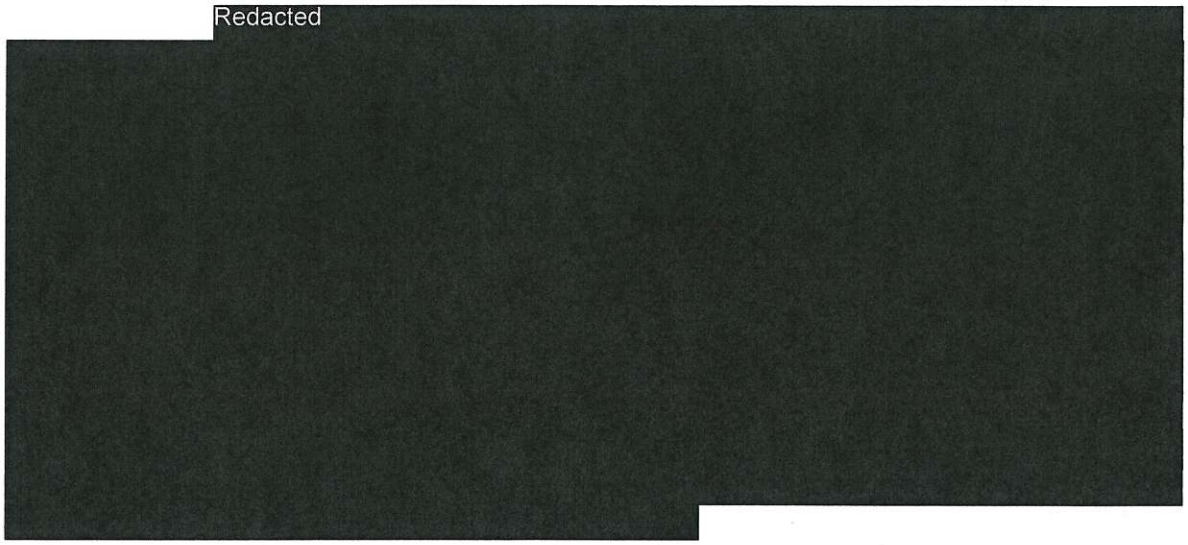
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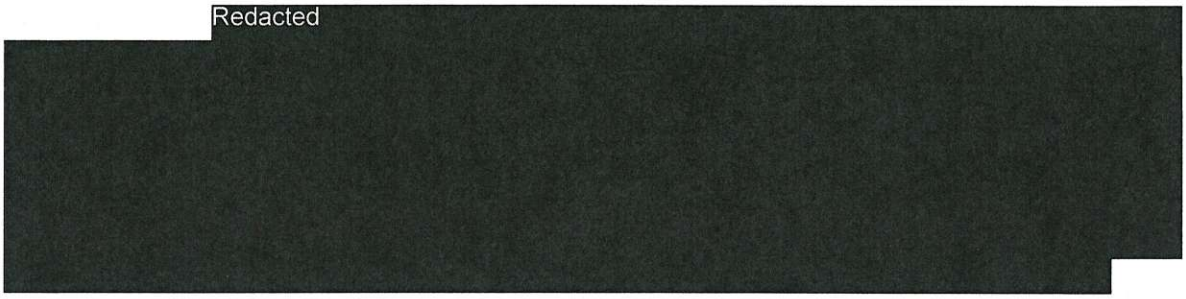
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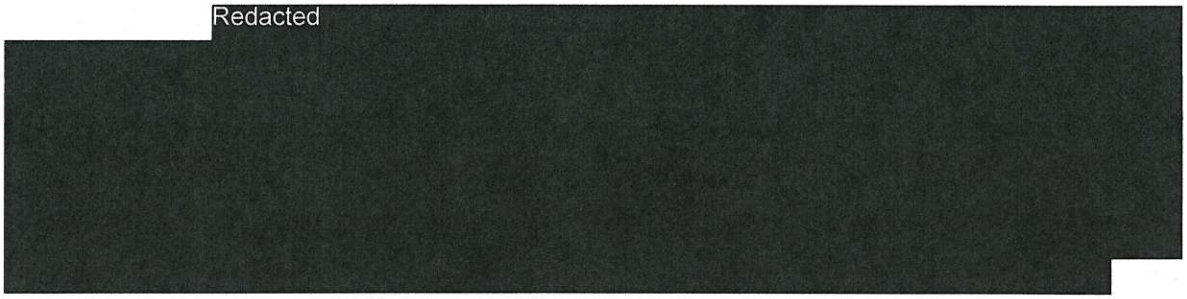
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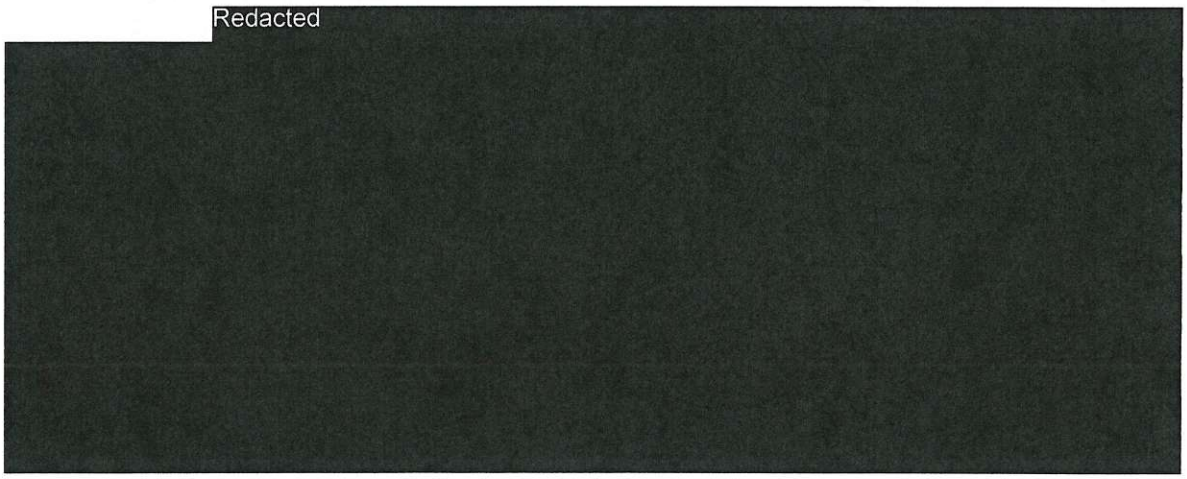
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ARTICLE 9
TERMINATION

9.1 TERMINATION

This Agreement may, by written notice given prior to or at the Closing, be terminated:

(a) by mutual written agreement of Buyer and Seller;

(b) by Buyer, if the satisfaction of any of the conditions in Article 7 is or becomes impossible (other than through the fault of Buyer or the failure of Buyer to comply with its obligations under this Agreement), and Buyer has not waived such condition before the Closing;

(c) by Seller, if the satisfaction of any of the conditions in Article 6 is or becomes impossible (other than through the fault of Seller or the failure of Seller to comply with its obligations under this Agreement), and Seller has not waived such condition before the Closing; or

(d) by either Buyer or Seller, if the Closing has not occurred (other than through the fault of any party seeking to terminate this Agreement or the failure of such party to comply fully with its obligations under this Agreement) before Redacted, or such later date as the parties may agree in writing (the ***"Closing Outside Date"***).

9.2 EFFECT OF TERMINATION

(a) In the event of the termination of this Agreement in accordance with Section 9.1, this Agreement shall thereafter become void and have no effect, and no party shall have any Liability to the other party or its Affiliates or their respective directors, officers, employees, stockholders and members, except for (i) the obligations of the parties hereto contained in this Section 9.2 and in Sections 5.3 and 5.4, and Article 10, and (ii) any Damages for Breach of this Agreement prior to termination (pursuant to the terms of Article 8, which shall survive to the extent necessary to give effect to this clause (ii)).

(b) Unless otherwise provided in this Agreement, the parties acknowledge and agree that, as a result of the actual Damages a party would sustain by reason of a willful Breach of this Agreement, such party may not be made whole by monetary damages, and it is accordingly agreed that such party shall have the right to elect, in addition to any and all other remedies at law or in equity, to enforce specific performance under this Agreement.

ARTICLE 10
GENERAL PROVISIONS

10.1 EXPENSES

Except as otherwise expressly provided in this Agreement, each party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement, any other Transaction Document and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel and accountants.

10.2 NOTICES

All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) upon written confirmation of receipt when sent by facsimile transmission; provided, that a hard copy is mailed by registered mail, return receipt requested, promptly thereafter or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties):

If to Seller:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza – Bldg. 735
974 Centre Road
Wilmington, DE 19805
Attention: President, DuPont Protection Solutions

With a copy to:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, DE 19805
Attention: Redacted

If to Buyer:

Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, TN 37138
Attention: Chief Operating Officer and Vice-President

With a copy to:

Jacob Holm & Sons AG
Picassoplatz 8
CH-4052 Basel
Switzerland
Attention: Head Legal & Administration

10.3 DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION

(a) Except as set forth in Section 10.4, any dispute between the parties arising out of or relating to this Agreement or the Contemplated Transactions, or the interpretation, validity or effectiveness of this Agreement, or any provision of this Agreement, in the event the parties fail to agree, shall, upon the written request of a party, be referred to designated senior management representatives of the parties for resolution. Such representatives shall meet promptly and, in good faith, attempt to resolve the controversy, claim or issues referred to them.

(b) If such representatives do not resolve the dispute within thirty (30) days after the dispute is referred to them, the dispute shall be settled by binding arbitration, in accordance with the Center for Public Resources (***"CPR"***) Rules for Non-Administered Arbitration of Business Disputes. For disputes in which the amount in controversy is less than or equal to One Million United States Dollars (U.S. $1,000,000), the parties shall mutually select one (1) neutral arbitrator who shall be qualified by experience and training to arbitrate commercial disputes. If the parties cannot agree on an arbitrator, or if the amount in controversy exceeds One Million United States Dollars (U.S. $1,000,000), such dispute shall be settled by three (3) arbitrators who shall be qualified by experience and training to arbitrate commercial disputes, of whom each party involved in the arbitration shall appoint one (1), and the two appointees shall select the third, subject to meeting the qualifications for selection. If the parties have difficulty finding suitable arbitrators, the parties may seek assistance of CPR and its CPR Panels of Distinguished Neutrals. Judgment upon the award or other remedy rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be in Wilmington, Delaware. The arbitrators shall apply the substantive law of the State of Delaware, without regard to its conflicts of law principles, and their decision thereon shall be final and binding on the parties. Discovery shall be allowed in any form agreed to by the parties; provided, that if the parties cannot agree as to a form of discovery, (i) all discovery shall be concluded within one hundred twenty (120) days of service of the notice of arbitration, (ii) each party shall be limited to no more than ten (10) requests for the production of any single category of documents and (iii) each party shall be limited to two (2) depositions each with a maximum time limit that shall not exceed four (4) hours. Each party shall be responsible for and shall pay for the costs and expenses incurred by such party in connection with any such arbitration; provided, however, that all filing and arbitrators' fees shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller. Each party does hereby irrevocably Consent to service of process by registered mail, return receipt requested, with respect to any such arbitration in accordance with and at its address set forth in Section 10.2 (as such address may be updated from time to time in accordance with the terms of Section 10.2). Any arbitration contemplated by this Section 10.3 shall be initiated by sending a demand for arbitration by registered mail, return receipt requested, to the applicable party in accordance with and at the address set forth in Section 10.2 (as such address may be updated from time to time in accordance with the terms of Section 10.2) and such demand letter shall state the

amount of relief sought by the party making the demand. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

(c) All Proceedings and any testimony, documents, communications and materials, whether written or oral, submitted or generated by the parties to each other or to the arbitration panel in connection with this Section 10.3 shall be deemed to be in furtherance of settlement negotiation and shall be privileged and confidential, and shielded from production in other Proceedings except as may be required by Legal Requirements.

(d) This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its conflicts of laws principles, and, except as otherwise provided herein, the State and Federal courts in the City of Wilmington, Delaware shall have exclusive jurisdiction over any Proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement or the Contemplated Transactions. The parties hereto do hereby irrevocably (i) submit themselves to the personal jurisdiction of such courts, (ii) agree to service of such courts' process upon them with respect to any such Proceeding, (iii) waive any objection to venue laid therein and (iv) Consent to service of process by registered mail, return receipt requested, in accordance with and at its address set forth in Section 10.2 (as such address may be updated from time to time in accordance with the terms of Section 10.2).

(e) The parties acknowledge and agree that the foregoing choice of law and forum provisions are the product of an arm's-length negotiation between the parties.

(f) Notwithstanding anything to the contrary in this Section 10.3, either party to this Agreement may seek, in the State or Federal courts in the City of Wilmington, Delaware, interim or provisional injunctive relief (or similar equitable relief) to maintain the status quo until such time as the designated senior management representatives of the parties resolve a dispute referred to them or an arbitration award or other remedy is entered in connection with such dispute pursuant to this Section 10.3 and, by doing so, such party does not waive any right or remedy available under this Agreement.

10.4 EQUITABLE RELIEF

The parties acknowledge and agree that they would be irreparably harmed by the other parties' violation of the restrictive covenants set forth in Section 5.3 and that, in addition to all other rights and remedies available to any party at law or in equity (which in all events shall be subject to the applicable limitations contained in this Agreement), each party shall be entitled to injunctive and other equitable relief to prevent or enjoin any such violation.

10.5 NO IMPLIED WAIVERS; NO JURY TRIAL

Except as otherwise set forth herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor delay by any party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. EACH PARTY

HEREBY WAIVES, TO THE FULLEST EXTENT ALLOWED UNDER LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS.

10.6 ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all prior agreements between the parties with respect to its subject matter (including the Confidentiality Agreement) and constitutes (along with the other Transaction Documents and the Redacted) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by Buyer and Seller. Any items listed, set forth, described or otherwise disclosed on or in any part of this Agreement, **Seller's Disclosure Schedules**, **Buyer's Disclosure Schedules**, the **Schedules** or the **Exhibits** hereto shall be deemed listed, set forth, described and otherwise disclosed on or in all other parts of this Agreement, **Seller's Disclosure Schedules**, **Buyer's Disclosure Schedules**, the **Schedules** and the **Exhibits** hereto.

10.7 ASSIGNMENTS, SUCCESSORS, AND NO THIRD-PARTY RIGHTS

(a) No party may assign or otherwise transfer this Agreement without the Consent of the other parties, except that Seller may, without such Consent, assign this Agreement to (i) any purchaser of all or substantially all of the assets in the line of business to which this Agreement pertains, or to any successor entity that results from reincorporation, merger, consolidation or similar transaction or reorganization of any kind of Seller or any of its Affiliates with or into such purchaser or successor entity, (ii) any direct or indirect subsidiary of Seller or any successor entity or (iii) any entity that holds all or substantially all of Seller's specialty products business, as described in the Joint Proxy Statement/Prospectus of Seller and The Dow Chemical Company, dated June 10, 2016. Upon assignment, the rights and obligations under this Agreement shall be binding upon and inure to the benefit of said purchaser or successor entity, successor in interest or other assignee.

(b) This Agreement shall apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Unless otherwise expressly provided herein, nothing expressed or referred to in this Agreement shall be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns. Any attempted assignment in violation of this Section 10.7 shall be void.

10.8 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.

Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

10.9 SECTION HEADINGS; CONSTRUCTION

The headings of Articles and Sections in this Agreement and the headings in the **Schedules**, **Buyer's Disclosure Schedules**, **Seller's Disclosure Schedules** and **Exhibits** attached hereto are provided for convenience only and shall not affect its construction or interpretation. With respect to any reference made in this Agreement to a Section (or Article, clause or preamble), **Exhibit**, or **Schedule**, such reference shall be to the corresponding section (or article, clause or preamble) of, or the corresponding exhibit or schedule to, this Agreement. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "including," "include" and "includes" do not limit the preceding words or terms and any list of words or terms following the words "including," "include" and "includes" is not an exhaustive list. Any reference to a specific "day" or to a period of time designated in "days" shall mean a calendar day or period of calendar days unless the day or period is expressly designated as being a Business Day or period of Business Days. The use of "or" is not intended to be exclusive unless expressly indicated otherwise. All amounts denominated in dollars or "$" in this Agreement are references to United States dollars unless expressly indicated otherwise. The parties hereto acknowledge and agree that (a) each party and its counsel have reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto, regardless of which party was generally responsible for the preparation of this Agreement.

10.10 FURTHER ASSURANCES

Each party agrees (a) to furnish, upon the request of the other party, such further information, (b) to execute and deliver to the other party such other documents and (c) to use reasonable efforts to do such other acts and things, all as such other party may reasonably request for the purpose of carrying out the intent of this Agreement and the Contemplated Transactions; provided, however, that, except as expressly provided otherwise herein or in the other Transaction Documents or the Redacted, no party shall be required to make any additional representations or warranties or to incur any material expense or potential exposure to legal Liability pursuant to this Section 10.10.

10.11 PERFORMANCE BY AFFILIATES

(a) Buyer and Seller hereby agree that the obligations to be performed under this Agreement may be performed by any Affiliate of Seller or Buyer, as the case may be; provided always that any such Affiliate has the legal and corporate (or other organizational) capacity to grant or transfer the relevant assets or to perform the relevant obligations (as the case may be) and that it is authorized to do the same by its own articles of association, by-laws, or other relevant constituent documents and internal regulations. Notwithstanding the foregoing, Buyer and Seller shall remain primarily liable for the obligations to be performed by their respective Affiliates.

(b) (i) Buyer hereby irrevocably and unconditionally guarantees to Seller and (ii) Seller hereby irrevocably and unconditionally guarantees to Buyer the due und punctual observance of all of the terms and conditions of this Agreement performed, or to be performed, by its respective Affiliates and each party agrees to indemnify (pursuant to Article 8 and subject to any limitations on indemnification contained in this Agreement) the other party hereto for and against any Damages incurred by the other party as a result of the Indemnifying Person's Affiliates not complying with any of its relevant obligations under or pursuant to this Agreement or in the event any such obligations of such Affiliates are or become void, voidable, unenforceable or ineffective as against such Affiliate for any reason whatsoever.

10.12 COUNTERPARTS

This Agreement may be executed in any number of counterparts (including via facsimile or portable document format (PDF)), each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[Signature Page Follows]

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

SELLER:

DUPONT SPECIALTY PRODUCTS USA, LLC

By:_____
Name:_____
Title:_____

BUYER:

SONTARA OLD HICKORY, INC.

By:_____
Name:_____
Title:_____

EXECUTION VERSION

DISCLOSURE SCHEDULES AND EXHIBITS

to the

ASSET PURCHASE AND SALE AGREEMENT

By and Between

DUPONT SPECIALTY PRODUCTS USA, LLC

and

SONTARA OLD HICKORY, INC.

Dated: August 6, 2019

INTRODUCTION

These disclosure schedules (the "***Disclosure Schedules***") and exhibits are delivered pursuant and by the parties to that certain Asset Purchase and Sale Agreement (the "***Agreement***") by and among DuPont Specialty Products USA, LLC, a limited liability company formed and existing under the laws of Delaware, and Sontara Old Hickory, Inc.(f/k/a Jacob Holm Opco Inc.), a company organized and existing under the laws of Delaware. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. The numbering of these Disclosure Schedules corresponds to the section numbers in the Agreement.

Each Disclosure Schedule and the information, descriptions and disclosures included therein are intended to qualify the representations, warranties or covenants contained in the correspondingly numbered section of the Agreement and shall not be deemed to expand in any way the scope or effect of any such representations, warranties or covenants or to create any of the same. The headings contained in these Disclosure Schedules are for reference purposes only and shall not affect in any way the meaning or interpretation of these Disclosure Schedules. Inclusion of any item in any Disclosure Schedule: (a) does not represent a determination that such item is material nor shall it be deemed to establish a standard of materiality, (b) does not constitute an admission to any third party concerning such item or an admission that such item meets all of the criteria set forth in the Agreement for inclusion in such section, (c) does not represent a determination that such item did not arise in the Ordinary Course of Business and (d) does not represent a determination that the Contemplated Transactions require the consent of third parties. No disclosure in any Disclosure Schedule relating to any possible breach or violation of any agreement or Legal Requirement or any possible infringement on a right of a third party shall be construed as an admission or indication that any such breach, violation or infringement exists or has actually occurred. The Disclosure Schedules may include brief summaries and/or descriptions of certain contracts, agreements, instruments, liabilities, obligations, claims or other disclosure items. Such summaries and/or descriptions do not purport to be comprehensive with respect to the text of any documents described in connection therewith.

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SELLER'S DISCLOSURE SCHEDULES

Schedule 3.1(c)
Seller Conflicts

See **Schedule 3.1(d) of Seller's Disclosure Schedules** (Seller Consents).

Schedule 3.1(d)
Seller Consents

1. The transfer of the Purchased Assets may require notification to the County Clerk's Office for Davidson County, Tennessee.

2. Seller and/or its Affiliates may be required to give notice to, or obtain Consent from, parties to certain of the Transferred Contracts, including in connection with the transfer of such Transferred Contracts and/or with respect to any other rights such parties may have under such Transferred Contracts.

3. The transfer of the Transferred Permits may require notifications to and/or Consent from the Governmental Bodies that have issued such Permits.

4. The transfer of the Transferred Easements may require notifications to and/or Consent from the applicable party to and/or the Governmental Body issuing the Transferred Easements.

5. The transfer of any employee personnel, medical or training records may require notifications to and/or Consent from the applicable employee.

6. The express terms of the Transaction Documents require Seller to, and to cause its applicable Affiliates to, provide notices to and/or obtain Consents from certain Persons in connection with the Contemplated Transactions.

7. None of Seller or its Affiliates shall be obligated to transfer the NPDES Permit, and Seller's and its Affiliates' sole obligations with respect to the NPDES Permit shall be as set forth in Section 5.8 of the Agreement.

For the avoidance of doubt, the fact that Seller has disclosed in this **Schedule 3.1(d) of Seller's Disclosure Schedules** that any particular item or items (a) require or may require notice to another Person shall not limit, reduce or otherwise modify Seller's obligation to deliver such notice and/or (b) require or may require Consent from another Person shall not limit, reduce or otherwise modify Seller's obligation to obtain such Consent, in each case, to the extent required by the terms of the Transaction Documents.

Schedule 3.2
Title

1. See **Schedule 3.1(d) of Seller's Disclosure Schedules** (Seller Consents).

2. The Purchased Assets are being transferred subject to the rights of Fiberweb, LLC (successor in interest to Fiberweb, Inc.) and 3M Company, as set forth in the applicable Transferred Contracts to which they are a party.

3. The rights of Seller and its Affiliates or any other third parties pursuant to the Access Agreements.

4. The Declaration of Access Easement, dated as of July 5, 2017, by E. I. Du Pont De Nemours and Company.

Schedule 3.3(a)
Litigation

1. See **Schedule 3.3(b) of Seller's Disclosure Schedules** (Compliance with Legal Requirements).

2 For the avoidance of doubt, any matters relating to environmental matters as set forth on **Schedule 3.5 of Seller's Disclosure Schedules** (Environmental Laws).

Schedule 3.3(b)
Compliance with Legal Requirements

1. See **Schedule 3.3(a) of Seller's Disclosure Schedules** (Litigation).

2. The emergency alarm system at one or more of the buildings, fixtures or real property improvements located on any of the Parcels was installed prior to the adoption of new Legal Requirements in 2009, and is grandfathered under the Legal Requirements in effect prior to the adoption of new Legal Requirements in 2009. In light of said Legal Requirements, any modifications to the existing emergency alarm system may require certain upgrades to the system consistent with the current Legal Requirements.

Schedule 3.5
Environmental Laws

I. Redacted

Redacted

Redacted

Redacted

Redacted

Redacted

Redacted

Redacted

Schedule 3.6
Transferred Contracts

1. The Purchased Assets are being transferred subject to the rights, as set forth in the applicable Transferred Contracts, as amended, of the respective parties to each such Transferred Contract.

Schedule 3.7(a)
Employee Notice

None.

Schedule 3.7(d)

Redacted

Redacted

Redacted

Schedule 3.8(a)
Purchased Assets (Equipment, Land, Personal Property)

None.

Schedule 3.8(b)
Purchased Assets (Expenses, Credits, Charges)

None.

Schedule 3.8(c)
Purchased Assets (Transferred Permits)

1. Redacted

Schedule 3.9
Taxes

None.

EXECUTION VERSION

BUYER'S DISCLOSURE SCHEDULES

Schedule 4.1(c)
Buyer Conflicts

1. Any Legal Requirements with respect to water intake rights or public utilities.
2. Consents and Authorizations with respect to the transfer or assignment of Transferred Permits (or obtaining new Permits replacing such Transferred Permits, to the extent such Transferred Permits cannot be transferred or assigned pursuant to applicable Legal Requirements), Transferred Contracts and Transferred Easements, excluding any Consents or Authorizations from any management organization, stockholders or members of Buyer or its Affiliates.

Schedule 4.1(d)
Buyer Consents

See Schedule 4.1(c) of Buyer's Disclosure Schedules (Buyer Conflicts)

EXHIBITS

Exhibit 1(A)
Form of Seller Access Agreement

SELLER ACCESS AGREEMENT

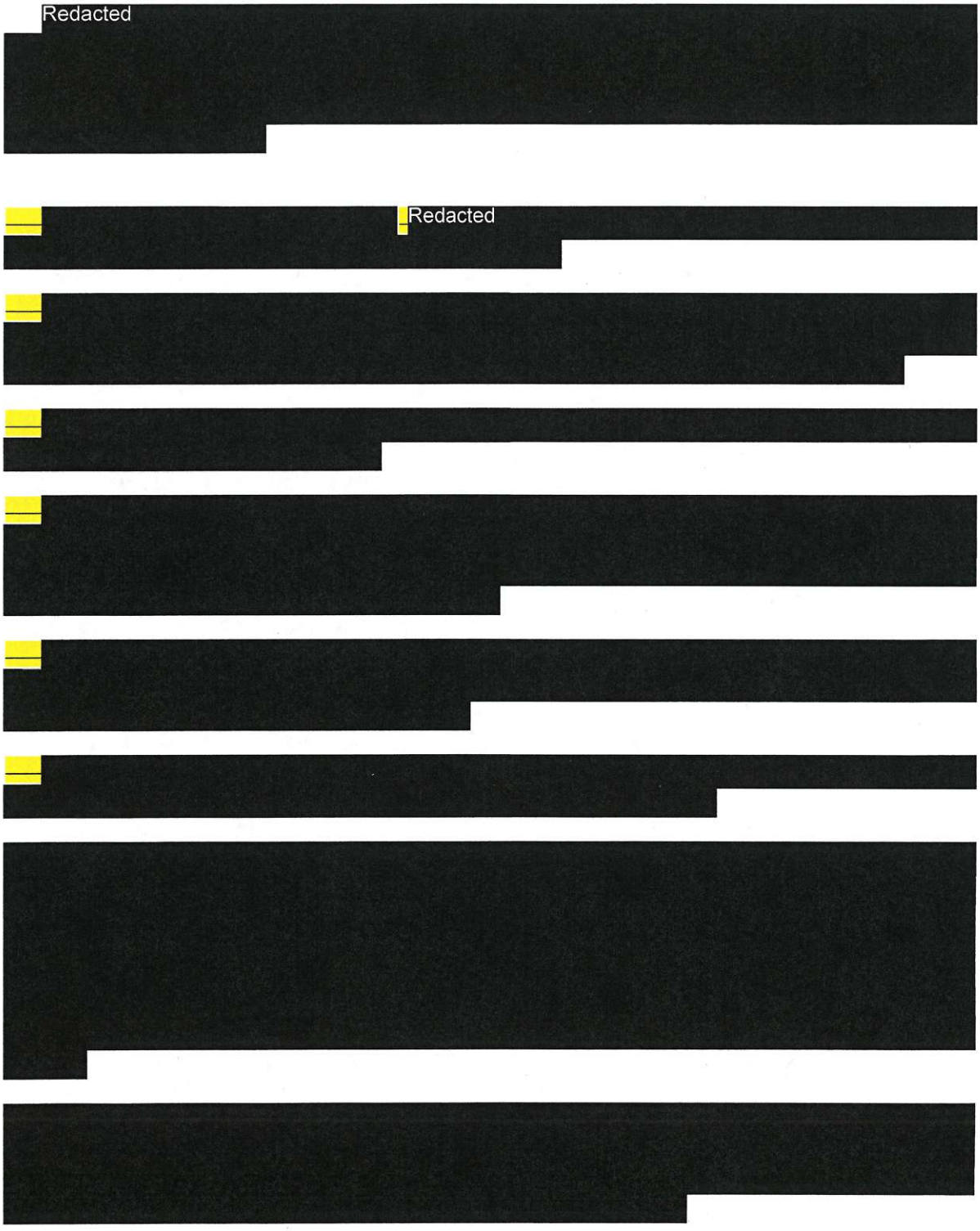

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Exhibit 1(B)
Form of Buyer Access Agreement

BUYER ACCESS AGREEMENT

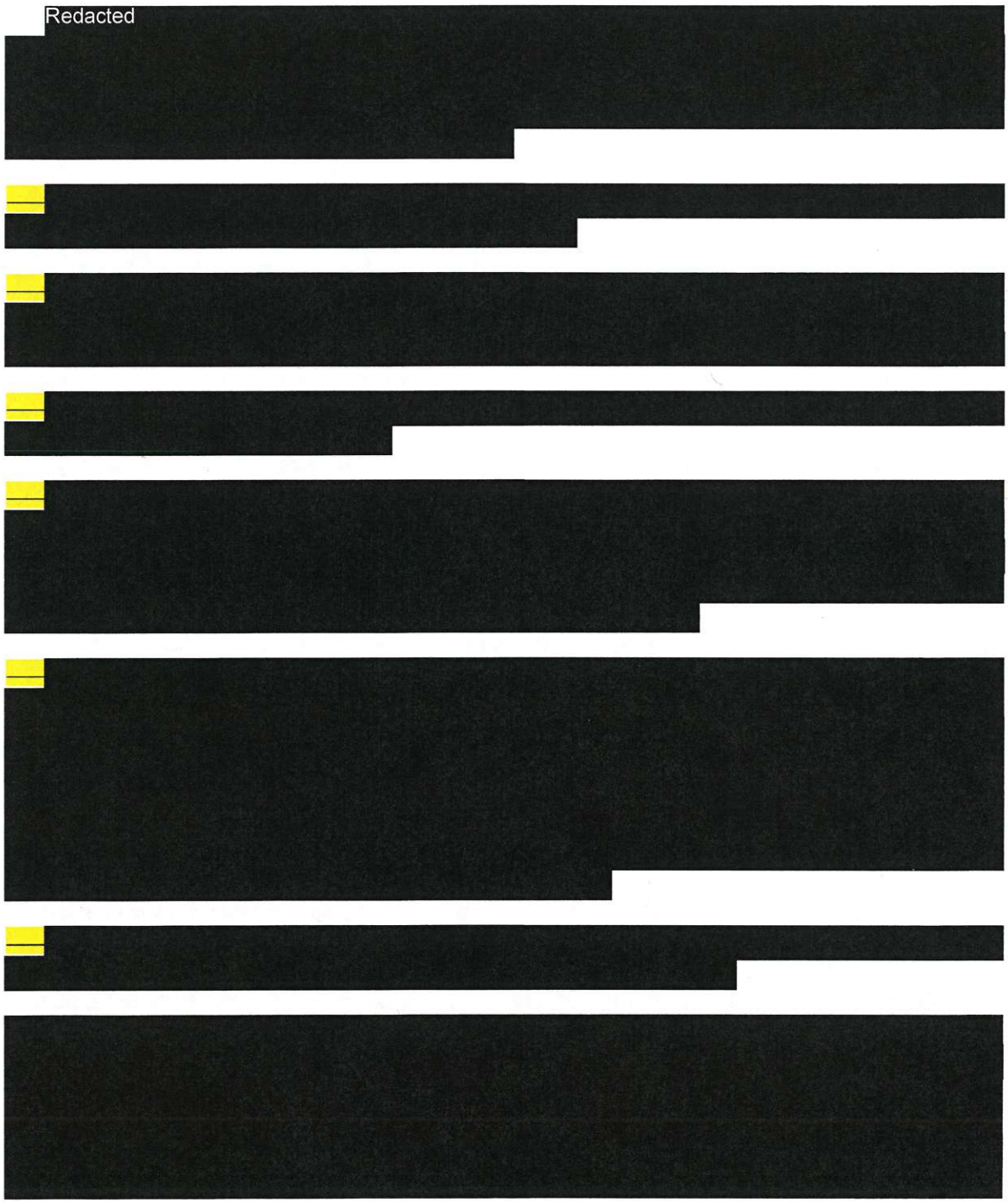

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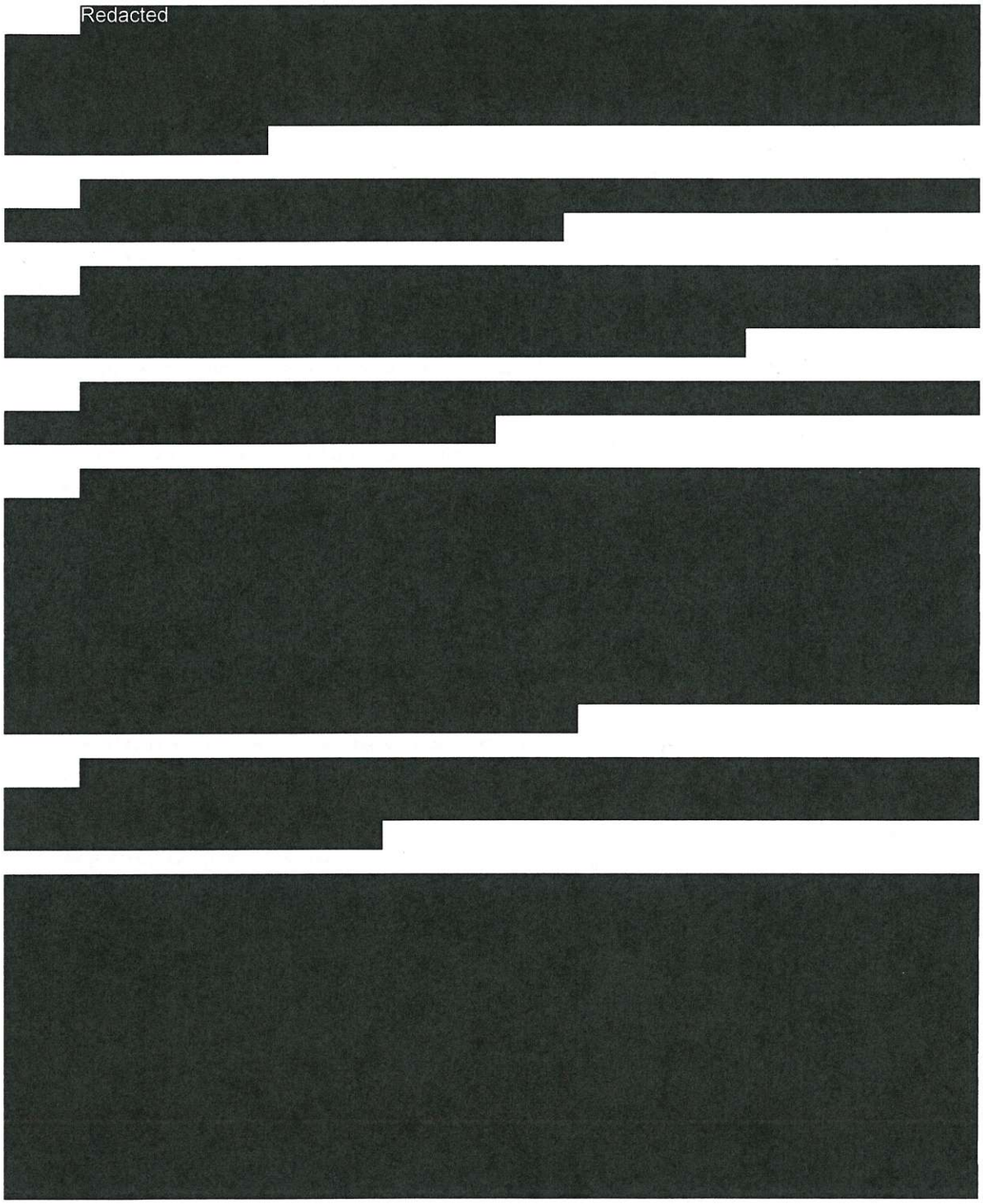
Exhibit 1(C)
Form of Property Access Agreement

PROPERTY ACCESS AGREEMENT



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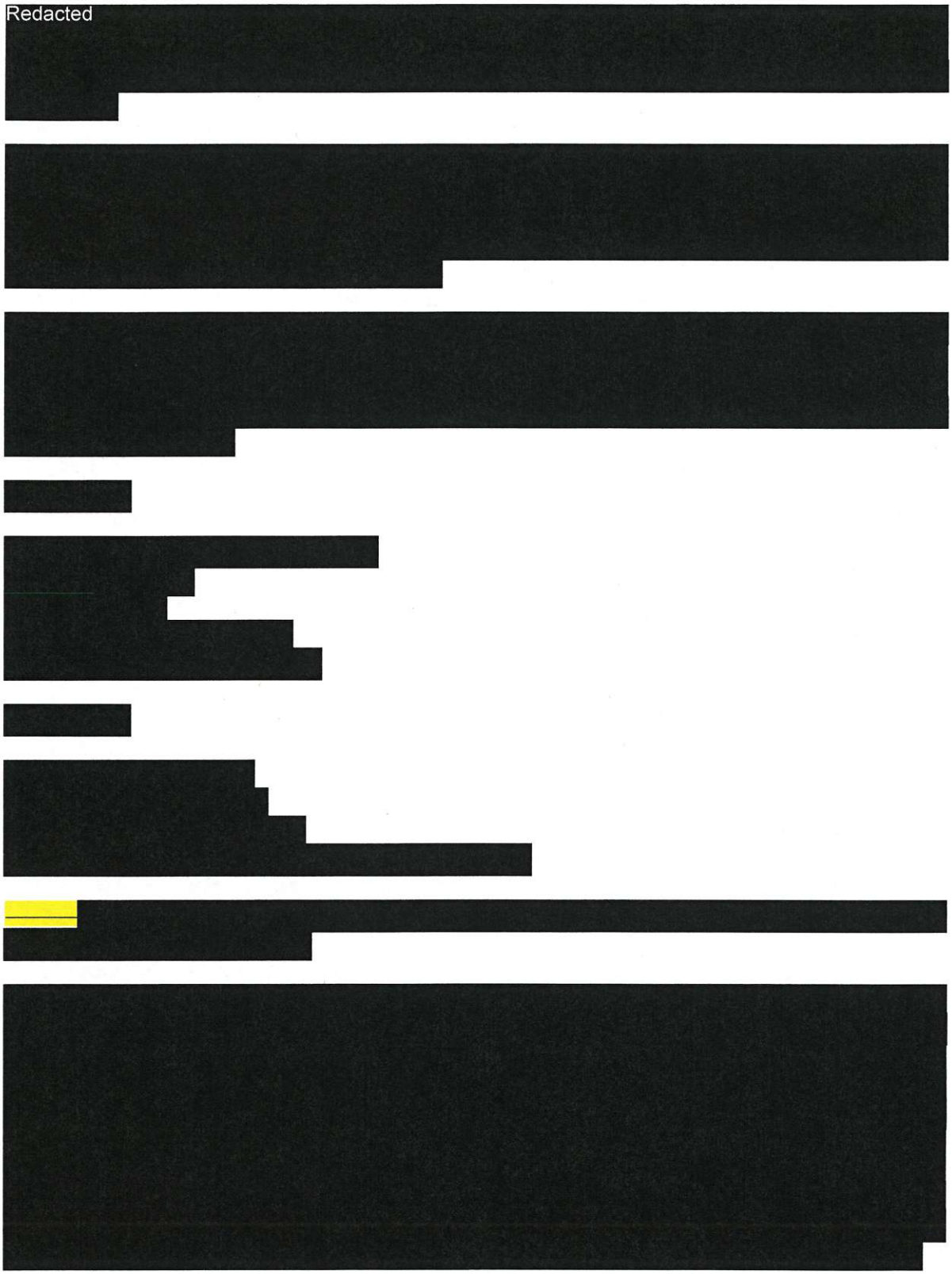
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Exhibit 1(D)
Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this ***"Agreement"***) is made this [●] day of [●], 2019, by and among DuPont Specialty Products USA, LLC, a limited liability company formed and existing under the laws of Delaware (***"Seller"***), and Sontara Old Hickory, Inc. (f/k/a Jacob Holm Opco Inc.), a company organized and existing under the laws of Delaware (***"Buyer"***). Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in that certain Asset Purchase and Sale Agreement dated as of even date hereof, by and between Seller and Buyer (the ***"APSA"***).

WHEREAS, pursuant to the terms and subject to the conditions of the APSA, at the Effective Time, Seller has agreed to sell, assign, transfer and convey, and/or cause its applicable Affiliates to sell, assign, transfer and convey, to Buyer and/or its applicable Affiliates, and Buyer has agreed to purchase and accept, and/or cause its applicable Affiliates to purchase and accept, from Seller and/or its applicable Affiliates, all of Seller's and/or its applicable Affiliates' right, title and interest existing at the Effective Time (wherever located) in and to the Purchased Assets; and

WHEREAS, Buyer will be purchasing and accepting from Seller, the Purchased Assets identified and set forth on **Exhibit A** pursuant to the terms and subject to the conditions of the APSA.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. This Agreement shall be effective only at the Effective Time.

2. At the Effective Time, and upon the terms and subject to the conditions of the APSA and the other Transaction Documents, Seller hereby sells and assigns to Buyer all of Seller's right, title and interest existing at the Effective Time (wherever located) in and to the Purchased Assets identified and set forth on **Exhibit A**.

3. At the Effective Time, and upon the terms and subject to the conditions of the APSA and the other Transaction Documents, Buyer does hereby purchase and accept from Seller, all of Seller's right, title and interest existing at the Effective Time (wherever located) in and to the Purchased Assets identified and set forth on **Exhibit A**.

4. At the Effective Time, and upon the terms and subject to the conditions of the APSA and the other Transaction Documents, Buyer hereby assumes and agrees to pay, perform and discharge when due, all of the Assumed Liabilities.

5. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise alter or modify the terms of the APSA or constitute a waiver or release by Seller or

Buyer of any Liabilities, duties or obligations imposed upon any of them by the terms of the APSA. Seller makes no, and Buyer is not relying on any, representation or warranty (express or implied) of any kind (including as to accuracy or completeness) other than the representations and warranties expressly made by Seller to Buyer in the APSA or any other Transaction Document. In the event of a conflict between any provision of the APSA and any provision of this Agreement, the provision contained in the APSA shall control.

6. This Agreement is being executed by Seller and Buyer and shall be binding upon each of them, and their respective successors and assigns, for the uses and purposes set forth herein.

7. Any dispute arising under this Agreement shall be handled in accordance with Section 10.3 of the APSA, the terms of which are incorporated herein by reference (and, for the avoidance of doubt, Seller and Buyer agree to resolve any dispute in accordance with Section 10.3 of the APSA). This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its conflicts of laws principles. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods.

8. This Agreement may be executed in any number of counterparts (including via facsimile or portable document format (PDF)), each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

9. This Agreement, together with the APSA and the other Transaction Documents, sets forth the entire understanding of Seller and Buyer with respect to the transactions contemplated hereby and thereby and supersedes all prior agreements or understandings among the parties hereto regarding those matters.

10. Seller and Buyer agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other parties for carrying out the purposes of this Agreement.

[Signature page on next page]

[Remainder of page intentionally blank]

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

SELLER:
DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____
Name: _____
Title: _____

BUYER:
SONTARA OLD HICKORY, INC.

By: _____
Name: _____
Title: _____

Exhibit A

1. Each Transferred Contract with respect to which the Consent and waiver required under Exhibit 6.5 has been obtained or, if required under the applicable Transferred Contract, notice of assignment of such Transferred Contract has been delivered, as required by the Transferred Contract, by Seller or its Affiliates.

2. Each Transferred Permit with respect to which Consent or Authorization to assign to Buyer is required, such Consent or Authorization has been obtained, or each Transferred Permit for which notice of assignment to Buyer is required, has been delivered, as applicable, by Seller, Buyer or their respective Affiliates, as required under applicable Legal Requirements.

Exhibit 1(E)
Form of Filtered Water SLA

EXHIBIT D – SERVICE LEVEL AGREEMENT ("SLA") FILTERED WATER

Executive Summary: This SLA is subject to the terms and conditions of the Site Services Agreement of May 20, 2016 except as modified herein. Sontara Old Hickory, Inc. ("Sontara" or "Provider") will provide E. I. du Pont de Nemours and Company, then assigned to DuPont Specialty Products USA, LLC ("DuPont" or "Recipient") on February 1, 2019 with filtered water from the Site header via the existing production and distribution system. Recipient shall purchase 100% of its requirements for filtered water from Sontara during the term of this SLA.

1.01 Service Provider Contact: To be determined.

1.02 Service Recipient Contact: Redacted

1.03 Specifications:

A. Filtered water will be supplied in accordance with existing Site practices and applicable regulations for human consumption established by the Tennessee Department of Environment and Conservation and the United States Environmental Protection Agency, as in effect on the Effective Time (as amended from time to time).

B. Pressure at delivery point: Redacte d

1.04 Initial Term: Effective Redacted through Redacted

1.05 Required Notice Period for Terminating Service:

A. Upon completion of the Initial Term, the term of this SLA will continue thereafter in full force and effect unless terminated or cancelled by Sontara without cause upon twelve (12) months' prior written notice to DuPont.

B. DuPont shall have the right at any time to permanently discontinue, upon ninety (90) days' prior written notice to Sontara, the Filtered Water Services provided hereunder.

1.06 Service Fees & Expenses (Pricing and Basis of Allocation):

R ***Variable Cost:*** Recipient's monthly variable cost will equal the amount determined by Redacted

B. ***Fixed Cost***:

1. ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage is equal to Redacted

Redacted

5 ***General Explanation of Pricing and Allocation:*** Recipient's monthly Fixed Cost will be determined by Redacted

1.07 ***Level of Service (Scope, Scale, Delivery Points, Hours of Operation, Limitations)***:

Delivery Point: Filtered water will be delivered to Recipient at the point where the filtered water distribution line enters the battery limit of Recipient's Facility. Except for Retained Assets, Recipient will own and be responsible for the operation and maintenance of all facilities downstream of this location.

Hours of Operation: 24 hours per day, 7 days per week.

1.08 ***Recipient's Maximum Reserved Capacity:*** Redacted

1.09 ***Billing (Time and Manner)***: Invoices shall be issued in accordance with Section 3.03 of the Agreement.

1.10 ***Software***: None required.

1.11 ***Terms in Addition To or Different From Express Terms of Site Services Agreement***:

Metering and Calibration: Sontara shall own and be responsible for installation, operation and maintenance of any and all meters used for filtered water accounting, regardless of their location on Recipient's delivery lines, except for secondary accounting meters, if any, that are maintained by Recipient. Upon request, Recipient will allow Sontara, at Sontara's expense, access to Recipient's utility accounting meter signals for remote monitoring of data.

Continuity of Supply: The Parties agree that the continuity of supply of filtered water is subject to interruptions in accordance with Section 2.14 (Interruption in Supply) of the Agreement.

[Signature page on next page]

[Remainder of page intentionally blank]

EXECUTION VERSION

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Signature page to Exhibit D of the Old Hickory Site Services Agreement dated May 20, 2016]

Exhibit 1(F)
Form of Fire Water SLA

EXHIBIT F – SERVICE LEVEL AGREEMENT ("SLA") FIRE WATER

Executive Summary: This SLA is subject to the terms and conditions of the Site Services Agreement of May 20, 2016 except as modified herein. Sontara Old Hickory, Inc. ("Sontara" or "Provider") will provide E. I. du Pont de Nemours and Company, then assigned to DuPont Specialty Products USA, LLC ("DuPont" or "Recipient") on February 1, 2019 with water from the Site fire water storage and delivery facilities.

1.01 Service Provider Contact: To be determined.

1.02 Service Recipient Contact: Redacted

1.03 Specifications: Fire water will be supplied in accordance with the following specifications, which specifications are consistent with existing Site practices for the buildings on the Company Facility.

A. Maximum flow rate: Redacted

B. Minimum pressure: Redacted

C. Volume: Redacted

1.04 Initial Term: Effective Redacted through Redacted

1.05 Required Notice Period for Terminating Service:

A. Upon completion of the Initial Term, the term of this SLA will continue thereafter in full force and effect unless terminated or cancelled by Sontara without cause upon twelve (12) months' prior written notice to DuPont.

B. DuPont shall have the right at any time to permanently discontinue, upon ninety (90) days' prior written notice to Sontara, the Fire Water Services provided hereunder.

1.06 Service Fees & Expenses (Pricing and Basis of Allocation):

A. ***Variable Cost***: Redacted

B. ***Fixed Cost***:

1. ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage will equal Redacted

Redacted ***General Explanation of Pricing and Allocation:*** Recipient's monthly Fixed Cost will be determined by Redacted

1.07 Level of Service (Scope, Scale, Delivery Points, Hours of Operation, Limitations):

Hours of Operation: 24 hours per day, 7 days per week.

Delivery Points: At the points where the fire water delivery facilities enter the ground surface of the Recipient's Facility. Except for Retained Assets, Recipient will own and be responsible for the operation and maintenance of all fire water facilities downstream of these delivery points.

1.08 Recipient's Maximum Reserved Capacity: Redacted

1.09 Billing (Time and Manner): Invoices shall be issued in accordance with Section 3.03 of the Agreement.

1.10 Software: None required.

1.11 Terms in Addition To or Different From Express Terms of Site Services Agreement:

Termination: Notwithstanding anything in this SLA or the Agreement, absent Sontara's prior written consent, this SLA shall continue for so long as the Recipient remains on the Site.

[Signature page on next page]

[Remainder of page intentionally blank]

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Signature page to Exhibit F of the Old Hickory Site Services Agreement dated May 20, 2016]

Exhibit 1(G)
Form of Sanitary Sewer SLA

EXHIBIT E – SERVICE LEVEL AGREEMENT ("SLA") SANITARY SEWER

Executive Summary: This SLA is subject to the terms and conditions of the Site Services Agreement of May 20, 2016, except as modified herein, between Sontara Old Hickory, Inc. ("Sontara" or "Provider") and E. I. du Pont de Nemours and Company, then assigned to DuPont Specialty Products USA, LLC ("DuPont" or "Recipient") on February 1, 2019. The Sontara sanitary sewer system receives sanitary sewer waste via underground pipe systems, which is connected to the Old Hickory Water District domestic (municipal) waste water system. Sontara will permit Recipient to send sanitary wastes from its facilities and Sontara will convey such Recipient wastes to domestic sewer system. The responsibility for maintaining underground sewer lines is as set forth in this SLA.

1.01 ***Service Provider Contact:*** To be determined.

1.02 ***Service Recipient Contact:*** Redacted

1.03 ***Specifications:*** To be provided by Recipient within ten (10) days after the Effective Time.

1.04 ***Initial Term***: Effective Redacted through Redacted

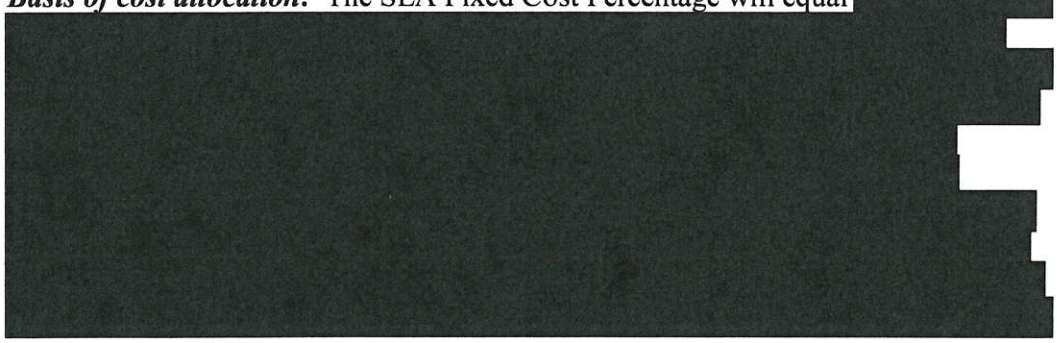
1.05 ***Required Notice Period for Terminating Service***:

A. Upon completion of the Initial Term, the term of this SLA will continue thereafter in full force and effect unless terminated or cancelled by Sontara without cause upon twelve (12) months' prior written notice to DuPont.

B. DuPont shall have the right at any time to permanently discontinue, upon ninety (90) days' prior written notice to Sontara, the Sanitary Sewer Services provided hereunder.

1.06 ***Service Fees & Expenses (Pricing and Basis of Allocation):***

A. ***Basis of cost allocation:*** The SLA Fixed Cost Percentage will equal Redacted



Redacted

B. ***Variable Cost:*** The monthly cost will be determined by Redacted

C. ***Fixed Cost:***

General Explanation of Pricing and Allocation: Redacted

1.07 ***Level of Service (Scope, Scale, Delivery Points, Hours of Operation, Limitations)***:

Delivery Point: At the points where the sanitary sewer delivery facilities enter Recipient's Facility. Recipient will own and be responsible for the operation and maintenance of all sanitary sewer facilities downstream of this delivery point.

1.08 ***Recipient's Maximum Reserved Capacity***: Redac

1.09 ***Billing (Time and Manner)***: Invoices shall be issued in accordance with Section 3.03 of the Agreement.

1.10 ***Software***: None required.

1.11 ***Terms in Addition To or Different From Express Terms of Site Services Agreement:***

A. Recipient is permitted to utilize the sewer systems only for known waste flows existing as of the Effective Time. Recipient shall obtain written approval from Sontara before adding a new facility or unit at the Site, and before making any change to the existing process that may result in an increase in the amount of waste flow or change the composition of waste flows. Recipient's waste water must comply with the requirements set out in the applicable federal, state and municipal statutes for waste water.

[Signature page on next page]

[Remainder of page intentionally blank]

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Signature page to Exhibit E of the Old Hickory Site Services Agreement dated May 20, 2016]

Exhibit 1(H)
Form of Storm Water Handling SLA

EXHIBIT G – SERVICE LEVEL AGREEMENT ("SLA") STORM WATER

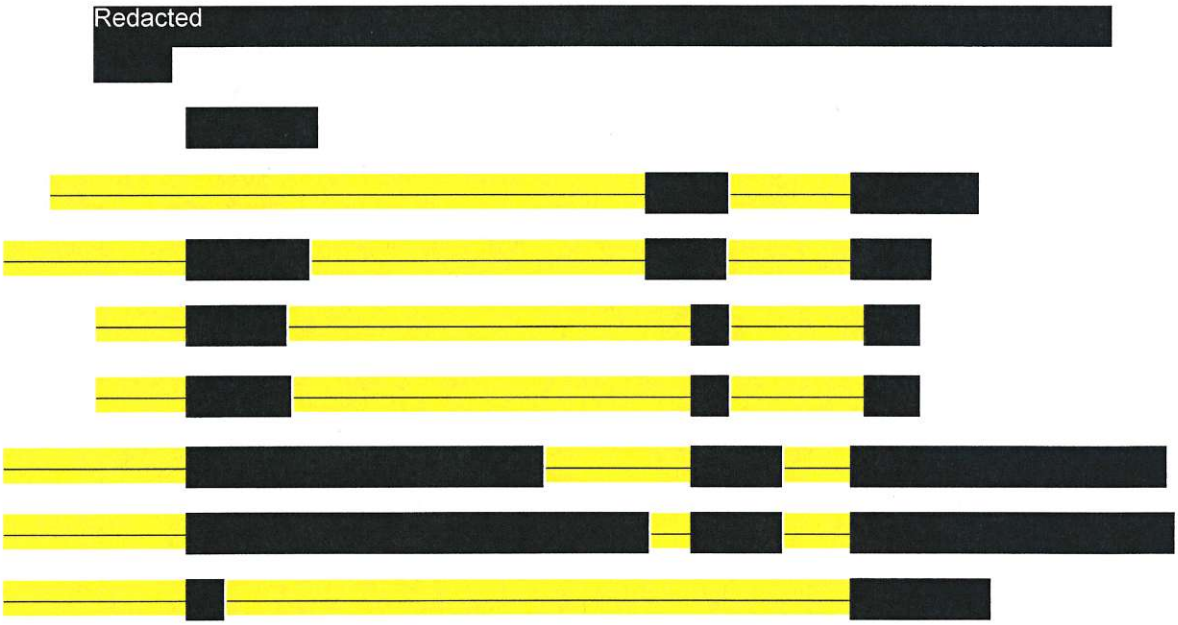
Executive Summary: This SLA is subject to the terms and conditions of the Site Services Agreement of May 20, 2016 except as modified herein. Sontara Old Hickory, Inc. ("Sontara" or "Provider") will allow E. I. du Pont de Nemours and Company, then assigned to DuPont Specialty Products USA, LLC ("DuPont" or "Recipient") on February 1, 2019 storm water run-off from the Recipient's grounds to drain through the Site's existing storm drainage system.

1.01 Service Provider Contact: To be determined.

1.02 Service Recipient Contact: Redacted

1.03 Specifications:

Redacted



All of the foregoing Specifications, collectively, are referred to herein as the "Permit Limits." These Permit Limits are consistent with existing Site practices and are subject to change based on changes to site NPDES permit limits. Recipient shall notify Provider in writing specifying such changes, as soon as reasonably practicable after Recipient becomes aware of any changes in the Site NPDES permit limits.

Storm water: Sontara shall bear no liability due to water accumulation or diverted flows due to storm water volume exceeding the effective drainage rate capacity of the Site's existing storm drainage system.

1.04 Initial Term: Effective Redacted through Redacted

1.05 ***Required Notice Period for Terminating Service***:

A. Upon completion of the Initial Term, the term of this SLA will continue thereafter in full force and effect unless terminated or cancelled by Sontara without cause upon twelve (12) months' prior written notice to DuPont.

B. DuPont shall have the right at any time to permanently discontinue, upon ninety (90) days' prior written notice to Sontara, the Storm Water Services provided hereunder.

1.06 ***Service Fees & Expenses (Pricing and Basis of Allocation):***

A. ***Variable Cost***: Redacted

B. ***Fixed Cost***:

Redacted ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage will equal Redacted

Redacted ***General Explanation of Pricing and Allocation:*** Recipient's monthly Fixed Cost will be determined by Redacted

1.07 ***Level of Service (Scope, Scale, Delivery Points, Hours of Operation, Limitations)***:

Hours of Operation: 24 hours per day, 7 days per week.

Delivery Point for Storm Water: At the points where the storm water distribution lines enter the ground surface of the Recipient's property. Except for Retained Assets, Recipient will own and be responsible for the operation and maintenance of all facilities downstream of this delivery points.

1.08 ***Recipient's Maximum Reserved Capacity***: Redacted

1.09 ***Billing (Time and Manner)***: Invoices shall be issued in accordance with Section 3.03 of the Agreement.

1.10 ***Software***: None required.

1.11 ***Terms in Addition*** To ***or Different From Express Terms of Site Services Agreement:***

A. Facility Discharge Limits: DuPont shall not permit the flow of any material onto Sontara's Facility which would cause Sontara to be in violation of its outfall NPDES permit or any other environmental law or regulation. In the event of spills or leaks, or that DuPont's stormwater or clean water exceeds any of the limits as specified in the Section 1.03 of this SLA, DuPont shall perform the following steps:

i. DuPont shall immediately notify Sontara of any spill or leak that could reach any of Sontara's stormwater or other permitted outfalls, or adversely impact ground water or other environmental conditions.

ii. DuPont will promptly investigate the situation and determine the nature and source of the problem. Samples will be taken as appropriate and test data, if any, will be recorded.

iii. DuPont will promptly correct the situation and mitigate any impacts.

iv. DuPont shall remove and dispose of such contaminants at DuPont's cost.

v. DuPont will prepare and issue all necessary documents as requested by Sontara related to reporting of the incident to outside environmental agencies and to Sontara management.

B. Diversion: Sontara has a limited capability to divert clean water discharges for containment. This diversion capability allows the site (including Recipient) limited opportunity to operate without interruption, unless violation of the NPDES permit or other regulation is reasonably anticipated. In the event any such violation is reasonably anticipated by Sontara, Sontara, without being liable to Recipient, may order the manufacturing unit or units (including Recipient) causing the potential non-compliance to cease discharging water if there is no diversion capacity available, and Recipient will comply with such order. Sontara will exercise reasonable efforts to exhaust reasonable alternatives and review the matter with Recipient prior to Sontara's decision to stop receiving Recipient's water. With respect to such refusal, Sontara agrees to treat Recipient in an equitable manner giving due weight to the relative contribution of non-compliance arising from each out-of-compliance facility where more than one facility is failing to meet the Permit Limits. If Sontara refuses to accept the Recipient water pursuant to this paragraph, Recipient will be responsible for all costs associated with the capture and disposal of such water.

C. Prevention: Sontara does not guarantee that diversion facilities available to Recipient are adequate in all cases to prevent curtailment. The Parties will take proactive steps to minimize curtailment potential by prompt communications and investigation, up to and including containment within the area, with respect to all abnormal / out-of specification water conditions.

D. Change in Disposal Method: Any changes in disposal method by either Sontara or Recipient shall be coordinated with Sontara's and Recipient's Primary Coordinator.

E. Stream Modification: Sontara may require Recipient to pre-treat or eliminate streams that result in non-compliance with the terms of this SLA. Testing may be required by an external certified laboratory at Recipient's sole cost. Testing will be continued as long as necessary to adequately characterize the water components and confirm treatability.

F. Alteration of Water Flows: If Recipient seeks to direct new or altered water flows to the on-site process water treatment plant (PWTP), Recipient must provide a written analysis of the proposed waste stream, including a list of list of chemical names to be contained in the proposed waste stream. Acceptance of the proposed waste stream will be at Sontara's sole discretion and no tie-in to the PWTP conveyance system is to be made unless first approved in writing by Sontara.

[Signature page on next page]

[Remainder of page intentionally blank]

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Signature page to Exhibit G of the Old Hickory Site Services Agreement dated May 20, 2016]

Exhibit 1(I)
Form of Chilled Water SLA

EXHIBIT H – SERVICE LEVEL AGREEMENT ("SLA") CHILLED WATER

Executive Summary: This SLA is subject to the terms and conditions of the Site Services Agreement of May 20, 2016 except as modified herein. Sontara Old Hickory, Inc. ("Sontara" or "Provider" will provide E. I. du Pont de Nemours and Company, then assigned to DuPont Specialty Products USA, LLC ("DuPont" or "Recipient") on February 1, 2019 with chilled water. Recipient shall purchase 100% of its requirements for chilled water from Sontara during the term of this SLA.

1.01 ***Service Provider Contact:*** To be determined.

1.02 ***Service Recipient Contact:*** Redacted

1.03 ***Specifications:*** Chilled water will be Site standard pipeline quality which specifications are consistent with existing Site practices for the buildings on the Company Facility.

Maximum demand rate	Redacted
Maximum flow rate	Redacted
Minimum operating pressure	Redacted
Normal operating pressure	Redacted
Maximum operating pressure	Redacted
System MAWP	Redacted
Minimum operating temperature	Redacted
Normal operating temperature	Redacted
Maximum operating temperature	Redacted
Normal operating return temperature	Redacted

1.04 ***Initial Term:*** Effective Redacted through Redacted

1.05 ***Required Notice Period for Terminating Service:***

A. Upon completion of the Initial Term, the term of this SLA will continue thereafter in full force and effect unless terminated or cancelled by Sontara without cause upon twelve (12) months' prior written notice to DuPont.

B. DuPont shall have the right at any time to permanently discontinue, upon ninety (90) days' prior written notice to Sontara, the Chilled Water Services provided hereunder.

1.06 ***Service Fees & Expenses (Pricing and Basis of Allocation):***

R ***Variable Cost:*** Recipient's monthly variable cost charge will be equal to Redacted Redacted

B. ***Fixed Cost:***

R ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage is equal to Redacted

R ***General Explanation of Pricing and Allocation:*** The monthly fixed cost will be determined by Redacted

1.07 ***Level of Service (Scope, Scale, Delivery Points, Hours of Operation, Limitations):***

Hours of Operation: 24 hours per day, 7 days per week.

Delivery Point: Chilled water will be delivered to Recipient at the point where the chilled water distribution line enters the battery limit of Recipient's Facility. Except for Retained Assets, Recipient will own and be responsible for the operation and maintenance of all facilities downstream of this delivery point.

Red ***Recipient's Maximum Reserved Capacity:*** Redacted

1.09 ***Billing (Time and Manner):*** Invoices shall be issued in accordance with Section 3.03 of the Agreement.

1.10 ***Software:*** None required.

1.11 ***Terms in Addition To or Different From Express Terms of Site Services Agreement:***

Metering and Calibration: The Parties agree that the allocation of responsibility for metering, including costs for chilled water, shall be determined in accordance with Section 2.12 (Meter Installation) of the Agreement.

Service Reduction: In the event of insufficient chilled water supply, the Parties agree that the order of withdrawal of supply will be determined in accordance with Section 2.01(d) (Curtailment of Supply) of the Agreement. Without limiting the foregoing, Recipient agrees that in the event there is a partial reduction in supply from Sontara, the quantities of chilled water from Sontara supplied under this SLA shall be reduced on a proportionate basis consistent with existing Site practices for allocation of users consuming chilled water services.

Continuity of Supply: The Parties agree that the continuity of supply of chilled water is subject to interruptions in accordance with Section 2.14 (Interruption in Supply) of the Agreement.

Election to Reduce Capacity: Recipient shall use commercially reasonable efforts to notify Sontara as soon as practicable, and no later than sixty-five (65) days in advance, of any planned usage increase or decrease that is material (approximately 10% of monthly usage) for delivery of chilled water.

Maximum Reserved Capacity: Subject to Section 2.01(b) (Requests for Increase of Maximum Reserved Capacity) of the Agreement, Sontara reserves the right not to furnish chilled water services in excess of those quantities stated as Recipient's Maximum Reserved Capacity in Section 1.08. [Redacted]

Termination: Notwithstanding anything in this SLA or the Agreement, absent Sontara's prior written consent, this SLA shall continue for so long as the Recipient remains on the Site.

[Signature page on next page]

[Remainder of page intentionally blank]

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Signature page to Exhibit H of the Old Hickory Site Services Agreement dated May 20, 2016]

Exhibit 1(J)
Form of Server Room SLA

SERVICE LEVEL AGREEMENT ("SLA")
SERVER ROOM

Executive Summary: This SLA is subject to the terms and conditions of the Site Services Agreement of May 20, 2016 except as modified herein. Sontara Old Hickory, Inc. ("Sontara" or "Provider") will provide E. I. du Pont de Nemours and Company, then assigned to DuPont Specialty Products USA, LLC ("DuPont" or "Recipient") on February 1, 2019 with continued server space and access to the server/data room.

1.01 Service Provider Contact: To be determined.

1.02 Service Recipient Contact: Redacted

1.03 Specifications: Redacted

1.04 Initial Term: Effective from Redacted through Redacted

1.05 Required Notice Period for Terminating Service:

A. Upon completion of the Initial Term, the term of this SLA will continue thereafter in full force and effect unless terminated or cancelled by Sontara without cause upon twelve (12) months' prior written notice to DuPont.

B. DuPont shall have the right at any time to permanently discontinue, upon ninety (90) days' prior written notice to Sontara, the server space and access to the server/data room.

1.06 Service Fees & Expenses (Pricing and Basis of Allocation):

A. ***Variable Cost***: Redac ted

B. ***Fixed Cost***:

1. ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage will equal Re da cte d

2. ***General Explanation of Pricing and Allocation:*** Recipient's monthly Fixed Cost will be determined by Redacted

1.07 Level of Service (Scope, Scale, Delivery Points, Hours of Operation, Limitations):

Hours of Operation: 24 hours per day, 7 days per week.

Delivery Points: Access to the server data room.

1.08 Recipient's Maximum Reserved Capacity: Redacted

1.09 Billing (Time and Manner): Invoices shall be issued in accordance with Section 3.03 of the Agreement.

1.10 Software: None required.

1.11 Terms in Addition To or Different From Express Terms of Site Services Agreement:

Termination: Notwithstanding anything in this SLA or the Agreement, absent Sontara's prior written consent, this SLA shall continue for as long as Recipient remains on the Site, but in no event later than five (5) years from the Effective Time.

[Signature page on next page]

[Remainder of page intentionally blank]

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Signature page to Exhibit of the Old Hickory Site Services Agreement dated May 20, 2016]

Exhibit 1(K)
Intentionally Omitted

Exhibit 1(L)
Employees

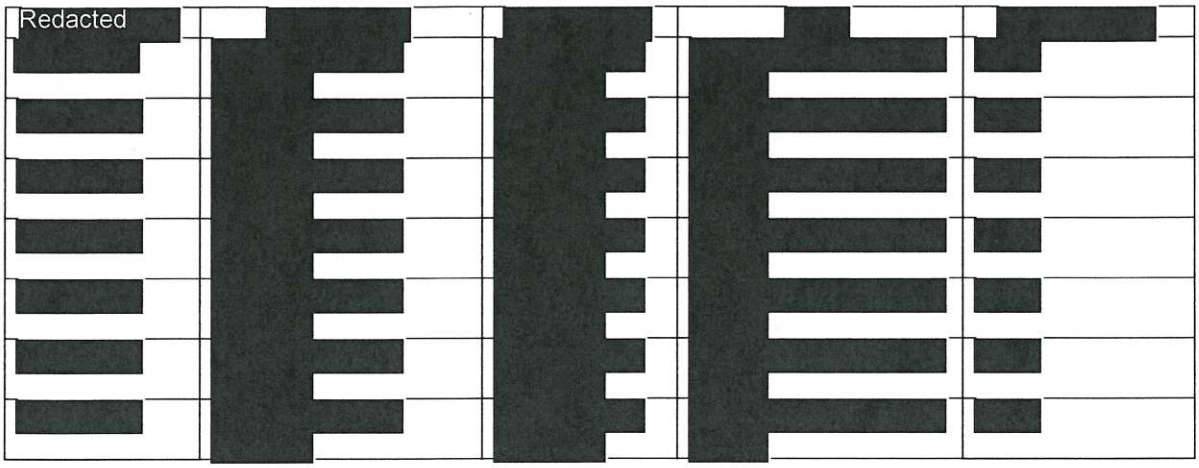


Exhibit 1(M)
Parcel A

PARCEL A (Jacob Holm Lease Area)

Being a piece, parcel or tract of land lying or situate in the Forth Civil District of Davidson County, Tennessee and being more particularly described as follows:

Beginning at a point on the north right of way line of Old Hickory Boulevard having a TN Grid Coordinate N=705573.87, E=1773976.40, thence running with said north right of way line N44-08-50W for 818.94 feet to a point; thence leaving said right of way N45-51-10E for 134.68 feet; thence N42-23-38W for 20.82 feet; thence N02-49-07E for 13.26 feet; thence N41-18-38E for 59.64 feet; thence N27-02-48E for 87.00 feet; thence N44-12-28W for 240.44 feet; thence along a non-radial curve to the right having a radius of 400.99 feet, an arc length of 66.03 feet, and being subtended by a chord bearing of N40-32-19E for 65.95 feet; thence N45-51-11E for 774.86 feet to Designated Point "A"; thence S89-14-25E for 197.37 feet; thence N65-44-33E for 55.40 feet; thence S89-14-25E for 515.80 feet; thence S00-20-20W for 500.01 feet; thence S14-48-44W for 30.93 feet; thence S00-21-40W for 278.72 feet; thence along a non-radial curve to the right having a radius of 3.88 feet, an arc length of 6.95 feet and being subtended by a chord bearing of S43-32-25W for 5.82 feet; thence N73-19-17W for 10.54 feet; thence S27-12-00W for 258.49 feet; thence N62-52-28W for 5.3 feet; thence S27-07-32W for 62.24 feet; thence along the arc of curve to the left having a radius of 194.73 feet, an arc length of 44.87 feet and being subtended by a chord bearing of S21-15-39W for 44.77 feet; thence S31-06-45W for 13.45 feet; thence along the arc of a curve to the right having a radius of 215.75 feet, an arc length of 83.34 feet and being subtended by a chord bearing of S42-17-32W for 82.82 feet; thence S54-23-34W for 215.25 feet; thence S86-56-28W for 69.10 feet; thence N12-10-45E for 36.24 feet; thence along the arc of curve to the left having a radius of 74.85 feet, an arc length of 19.08 feet and being subtended by a chord bearing of N10-38-29E for 19.03 feet; thence N02-07-32E for 86.86 feet; thence along the arc of a curve to the left having a radius of 49.04 feet, an arc length of 31.66 feet and being subtended by a chord bearing of N23-55-48W for 31.11 feet; thence N88-30-23W for 171.52 feet; thence S01-53-26W for 20.70 feet; thence S22-38-54W for 3.97 feet; thence S01-27-13W for 152.77 feet to Designated Point "B"; thence S46-20-46E for 113.21 feet; thence S45-36-42W for 268.36 feet to the point on said north right of way line and the Point of Beginning.

Containing 34.02 acres, more or less

PARCEL A (PP#1 Lease)

Beginning at Designated Point "B"; thence S87-59-33E for 160.49 feet; thence N60-03-34E for 17.77 feet; thence N12-10-45E for 36.24 feet; thence along the arc of a non-radial curve to the left having a radius of 74.85 feet, an arc length of 19.08 feet and being subtended by a chord bearing N10-38-29E for 19.03 feet; thence S02-07-32W for 86.86 feet; thence along the arc of a non-radial curve to the right having a radius if 49.04 feet, an arc length of 31.66' and being subtended by a chord bearing N23-55-48W for 31.11 feet; thence N88-30-23W for 171.52 feet; thence S01-53-

26W for 20.70 feet; thence S22-38-54W for 3.97 feet; thence N01-27-13E for 152.77 feet to the point of beginning.

Containing 0.74 acres (32,501 square feet), more or less.

Exhibit 1(N)
Parcel B

PARCEL B-1 (Water System)

Beginning at Designated Point "C"; thence N00-51-53E for 557.90 feet; thence N05-25-23 E for 102.45 feet; thence N00-54-10E for 426.99 feet to Designated Point "D"; thence S89-05-50E for 591.66 feet; thence S00-54-38W for 337.69 feet; thence S67-08-11 W for 41.94 feet; thence S01-42-43W for 56.66 feet; thence S63-27-54W for 47.30 feet; thence S19-38-58W for 115.79 feet; thence S88-19-38W for 144.80 feet; thence S57-30-49W for 112.75 feet; thence S45-13-54W for 176.44 feet; thence S02-39-59W for 36.39 feet; thence S34-54-38E for 34.02 feet; thence S 80-23-33E for 50.65 feet; thence N71-35-15E for 42.82 feet; thence N55-57-27E for 173.65 feet; thence N87-15-24 E for 256.14 feet; thence S00-00-00W for 113.05 feet; thence S89-05-50E for 27.61 feet; thence S00-54-10W for 294.83 feet; thence N89-05-50W for 208.95 feet; thence N89-05-50W for 446.52 feet to the Point of Beginning.

Containing 13.38 acres, more or less.

PARCEL B-2 (Access Roads)

Beginning at a point on the north right of way line of Old Hickory Boulevard having a TN Grid Coordinate N=705573.87, E=1773976.40, thence running with said north right of way line S44-08-50E for 257.79 feet; thence leaving said right of way line N46-25-04E for 13.64 feet; thence N10-03-52W for 182.39 feet; thence N35-35-44E for 40.28 feet; thence N45-12-11W for 32.93 feet; thence N47-50-27E for 232.82 feet; thence N53-47-48E for 269.84 feet; thence N51-52-46E for 312.74 feet to Designated Point "C"; thence N00-51-53E for 557.90 feet; thence N05-25-23E for 102.45 feet; thence N00-54-10E for 426.99 feet to Designated Point "D"; thence N00-54-10E for 31.05 feet; thence N88-42-54W for 184.32 feet; thence N88-42-54W for 135.45 feet; thence along the arc of a curve to the right having a radius of 175.00 feet, an arc length of 135.95 feet and being subtended by a chord bearing N66-27-36W for 132.56 feet; thence N44-12-18W for 159.56 feet to Designated Point "E"; thence S45-44-02W for 74.81 feet; thence S45-44-02W for 1258.27 feet; thence S02-52-03E for 234.31 feet to a point on the north right of way line of Old Hickory Boulevard; thence S44-08-50E for 151.69 feet; thence leaving said right of way line N45-51-10E for 134.68 feet; thence N42-23-38W for 20.82 feet; thence N02-49-07E for 13.26 feet; thence N41-18-38E for 59.64 feet; thence N27-02-48E for 87.00 feet; thence N44-12-28W for 240.44 feet; thence along a non-radial curve to the right having a radius of 400.99 feet, an arc length of 66.03 feet, and being subtended by a chord bearing of N40-32-19E for 65.95 feet; thence N45-51-11E for 774.86 feet to Designated Point "A"; thence N45-51-11E for 317.60 feet; thence along the arc of a curve to the right having a radius of 16.00 feet, an arc length of 25.12 feet and being subtended by a chord bearing S89-10-34 E for 22.62 feet; thence S44-12-18E for 122.25 feet; thence along the arc of a curve to the left having a radius of 202.00 feet, an arc length of 156.92 feet and being subtended by a chord bearing S66-27-36E for 153.01 feet; thence S88-42-54E for 246.66 feet; thence along the arc of a curve to the right having a radius of 42.00 feet; an arc length of 65.28 feet and subtended by a chord bearing S44-11-17E for 58.90 feet; thence S00-20-20W for 11.06 feet; thence S00-20-20W for 500.01 feet; thence S14-48-44W for 30.93 feet; thence S00-21-40W

for 278.72 feet; thence along a non-radial curve to the right having a radius of 3.88 feet, an arc length of 6.95 feet and being subtended by a chord bearing of S43-32-25W for 5.82 feet; thence N73-19-17W for 10.54 feet; thence S27-12-00W for 258.49 feet; thence N62-52-28W for 5.3 feet; thence S27-07-32W for 62.24 feet; thence along the arc of curve to the left having a radius of 194.73 feet, an arc length of 44.87 feet and being subtended by a chord bearing of S21-15-39W for 44.77 feet; thence S31-06-45W for 13.45 feet; thence along the arc of a curve to the right having a radius of 215.75 feet, an arc length of 83.34 feet and being subtended by a chord bearing of S42-17-32W for 82.82 feet; thence S54-23-34W for 215.25 feet; thence S86-56-28W for 69.10 feet; thence S60-03-34W for 17.77 feet; thence N87-59-33W for 160.49 feet; thence S01-27-13W for 2.49 feet; thence S46-20-46E for 113.21 feet to Designated Point "B"; thence S45-36-42W for 268.36 feet to the point on said north right of way line and the Point of Beginning.

Containing 5.42 acres, more or less.

PARCEL B-3 (Additional Lands)

Beginning at Designated Point "A"; thence N45-51-11E for 317.60 feet; thence along the arc of a curve to the right having a radius of 16.00 feet, an arc length of 25.12 feet and being subtended by a chord bearing S89-10-34 E for 22.62 feet; thence S44-12-18E for 122.25 feet; thence along the arc of a curve to the left having a radius of 202.00 feet, an arc length of 156.92 feet and being subtended by a chord bearing S66-27-36E for 153.01 feet; thence S88-42-54E for 246.66 feet; thence along the arc of a curve to the right having a radius of 42.00 feet; an arc length of 65.28 feet and subtended by a chord bearing S44-11-17E for 58.90 feet; thence S00-20-20W for 11.06 feet; N89-14-25W for 515.80 feet; thence S65-44-33W for 55.40 feet; thence N89-14-25W for 197.37 feet to the Point of Beginning.

Containing 1.58 acres (68,879 square feet), more or less.

Exhibit 1(O)
Parcel C

PARCEL C-1 (Retention Pond Area)

Beginning at Designated Point "C"; thence N00-51-53E for 557.90 feet; thence N05-25-23 E for 102.45 feet; thence N00-54-10E for 426.99 feet; thence S89-05-50E for 591.66 feet; thence S00-54-38 for 337.69 feet; thence S67-08-11 W for 41.94 feet; thence S01-42-43W for 56.66 feet; thence S63-27-54W for 47.30 feet; thence S19-38-58W for 115.79 feet; thence S88-19-38W for 144.80 feet; thence S57-30-49W for 112.75 feet; thence S45-13-54W for 176.44 feet; thence S02-39-59W for 36.39 feet; thence S34-54-38E for 34.02 feet; thence S 80-23-33E for 50.65 feet; thence N71-35-15E for 42.82 feet; thence N55-57-27E for 173.65 feet; thence N87-15-24 E for 256.14 feet; thence N04-01-17E for 107.74 feet; thence N53-54-59E for 59.36 feet; thence N84-09-06E for 153.07 feet; thence N04-33-18W for 42.68 feet; thence along the arc of a curve to the right having a radius of 65.00 feet, an arc length of 64.56 feet and being subtended by a chord bearing N23-53-53E for 61.94 feet; thence N52-21-05E for 97.12 feet; thence N55-52-30E for 71.65 feet; thence along the arc of a curve to the left having a radius of 179.00 feet, an arc length of 119.75 feet and being subtended by a chord bearing N36-42-35E for 117.53 feet; thence N17-32-41 E for 8.86 feet; thence along the arc of a curve to the right having a radius of 501.00 feet, an arc length of 178.46 feet and being subtended by a chord bearing N27-44-57E for 177.52 feet; thence N37-57-14E for 131.44 feet; thence along the arc of a curve to the right having a radius of 761.00 feet, an arc length of 186.42 feet and being subtended by a chord bearing N44-58-19E for 185.96 feet; thence ; thence N51-59-23E for 56.98 feet; thence along the arc of a curve to the right having a radius of 186.00 feet, an arc length of 189.82 feet and being subtended by a chord bearing N81-13-31E for 181.69 feet; thence along the arc of a reverse curve to the left having a radius of 31.50 feet, an arc length of 42.64 feet and being subtended by a chord bearing N71-41-09E for 39.45 feet; thence N32-54-38 E for 4.47 feet; thence along the arc of a curve to the right having a radius of 181.00 feet, an arc length of 59.50 feet and being subtended by a chord bearing N42-19-41E for 59.23 feet; thence N04-15-13W for 13.67 feet; thence N25-17-38E for 26.36 feet; thence S89-09-05E for 72.67 feet; thence N75-02-45E for 13.42 feet; thence along the arc of a curve to the right having a radius of 180.00 feet, an arc length of 48.18 feet and being subtended by a chord bearing N82-42-49E for 48.03 feet; thence N78-13-49E for 197.37 feet; thence N55-12-07W for 157.26 feet; thence N09-35-31W for 121.63 feet; thence N63-21-37E for 103.83 feet; thence N06-07-52E for 53.44 feet; thence N36-57-55E for 55.71 feet; thence N83-47-48E for 91.49 feet; thence N41-34-51E for 78.31 feet; thence N60-03-50E for 119.34 feet; thence N20-37-17E for 178.60 feet; thence N44-51-38W for 85.13 feet; thence N74-54-37W for 59.21 feet; thence S46-49-23W for 237.38 feet; thence N50-46-37W for 270.01 feet; thence N50-46-37W for 128.41 feet; thence S50-40-20W for 365.20 feet; thence S68-49-52W for 110.52 feet; thence S48-45-37W for 78.69 feet; thence S65-35-03W for 38.11 feet; thence S87-48-01W for 27.36 feet; thence S61-51-10W for 33.40 feet; thence S21-16-33W for 20.29 feet; thence S70-28-38W for 188.57 feet; thence N87-25-42 W for 151.07 feet; thence S66-35-03W for 151.85 feet; thence N88-15-52W for 59.45 feet; thence S70-31-16W for 53.54 feet; thence S82-37-25W for 57.26 feet; thence N66-49-43W for 63.92 feet; thence S76-27-03W for 31.64 feet; thence S41-29-34W for 83.85 feet; thence S28-00-52W for 28.27 feet; thence along the arc of a curve to the right having a radius of 800.00 feet, an arc length of 403.64 feet and being subtended by a chord bearing S42-28-07W for 399.37 feet; thence S56-55-23W for 58.04 feet; thence along the arc of a curve to the right having a radius of

305.00 feet, an arc length of 197.63 feet and being subtended by a chord bearing S75-29-08W for 194.19 feet; thence N85-57-06W for 36.53 feet; thence S11-38-21W for 37.76 feet; thence S42-20-51W for 35.05 feet; thence S01-01-28E for 57.92 feet; thence S34-49-16E for 88.95 feet; thence S88-42-54E for 184.32 feet; thence S00-54-10W for 31.05 feet to the Point of Beginning.

Containing 40.45 acres, more or less.

PARCEL C-2 (Process Water Treatment Plant)

Beginning at Designated Point "E"; thence N46-37-19E for 356.63 feet; thence N46-17-50E for 452.68 feet; thence N44-23-29E for 509.77 feet; thence N43-57-17W for 727.74 feet; thence S45-00-50W for 963.10 feet; thence N43-59-55W for 57.33 feet; thence S46-38-28W for 262.26 feet; thence along the arc of a curve to the right having a radius of 100.00 feet, an arc length of 138.23 feet and being subtended by a chord bearing S86-14-31W for 127.49 feet; thence S44-12-18E for 863.12 feet to the Point of Beginning.

Containing 22.58 acres, more or less.

PARCEL C-3 (Land to Connect)

Beginning at Designated Point "E"; thence N46-37-19E for 356.63 feet; thence S33-06-09E for 153.27 feet; thence S03-45-06W for 71.18 feet; thence S22-55-04E for 23.95 feet; thence S11-38-21W for 37.76 feet; thence S42-20-51W for 35.05 feet; thence S01-01-28E for 57.92 feet; thence S34-49-16E for 88.95 feet; thence N88-42-54W for 135.45 feet; thence along the arc of a curve to the right having a radius of 175.00 feet, an arc length of 135.95 feet and being subtended by a chord bearing N66-27-36W for 132.56 feet; thence N44-12-18W for 159.56 feet to the Point of Beginning.

Containing 2.02 acres (88,042 square feet), more or less.

PARCEL C-4 (Contingency Basin)

Commencing at a point on the north right of way line of Old Hickory Boulevard having a TN Grid Coordinate N=706475.95, E=1773000.78; thence N27-40-37W for 1418.00 feet to the Point of Beginning; thence N44-04-40W for 409.19 feet; thence N45-59-29E for 315.61 feet; thence S44-27-46 E for 318.45 feet; thence S45-59-29W for 148.51 feet; thence S42-48-45E for 30.01 feet; thence S45-59-29W for 30.01 feet; thence S 42-48-45E for 60.77 feet; thence S45-59-29W for 137.23 feet to the Point of Beginning.

Containing 2.62 acres (114,286 square feet), more or less.

Exhibit 1(P)
Permitted Encumbrances

None.

Exhibit 1(Q)

Redacted

Redacted

EXECUTION VERSION

20 January 2010

Hydrology & Hydraulics Branch

Tennessee Historical Commission
Crafton Home
State Library and Archives Building
403 7th Ave. North
Nashville, TN 37243

To Whom it May Concern:

This letter is to inform you that a temporary moratorium has been enacted on approvals for the increase of existing water supply withdrawals, or establishment of new water supply withdrawals, from Old Hickory Lake. This moratorium is effective immediately and shall be considered in effect until you are notified of its expiration.

Our main concern is that water released from storage at upstream dam and reservoir projects (Lake Cumberland, Dale Hollow, and Center Hill) is being relied upon to mitigate impacts to authorized purposes at Old Hickory (including navigation) caused by water supply withdrawals. The Corps' is currently assessing the magnitude of these impacts. The purpose of the moratorium is to prevent increased impacts until the assessment can be concluded.

If storage is being used at the dam and reservoir projects, the execution of water supply agreements may be required, under terms to be determined, for continued, increased, or new water supply withdrawals.

To assist us in completing our assessment, we request you provide us with the following information, for the past 5 years:

- Your average daily water withdrawals, by month, from Old Hickory Lake
- Your average daily water return flows, by month, to Old Hickory Lake

If at all possible, we would like to receive this information no later than February 12, 2010.

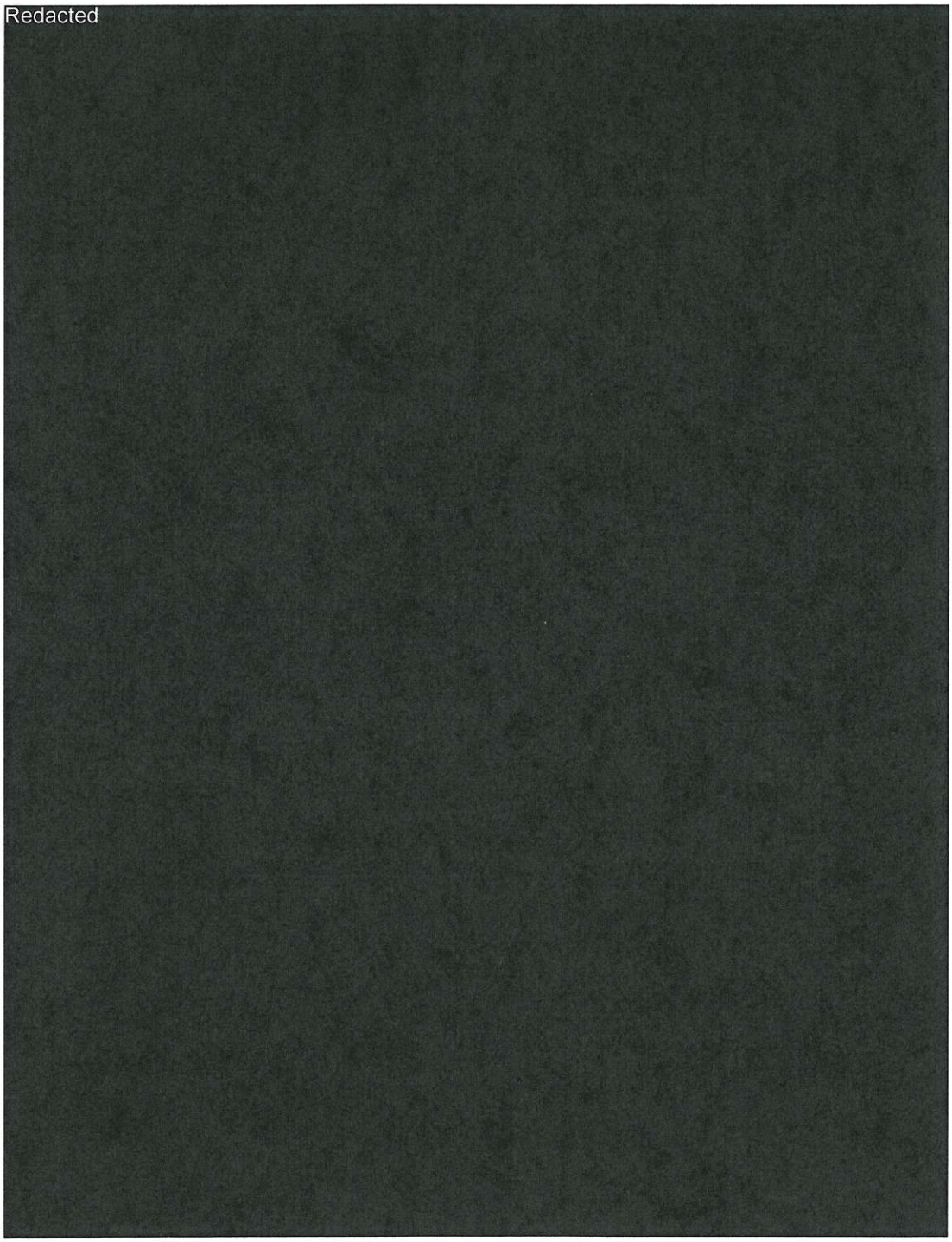
If you have any questions, please do not hesitate to contact Mr. Ben Rohrbach, Hydrology and Hydraulics Branch, at (615) 736-7497, or by email at ben.rohrbach@usace.army.mil.

Sincerely,

BJ

Barney Davis, Jr., P.E.
Chief, Engineering-Construction
Division

Rohrbach/EC-H BR
Davis/EC BJ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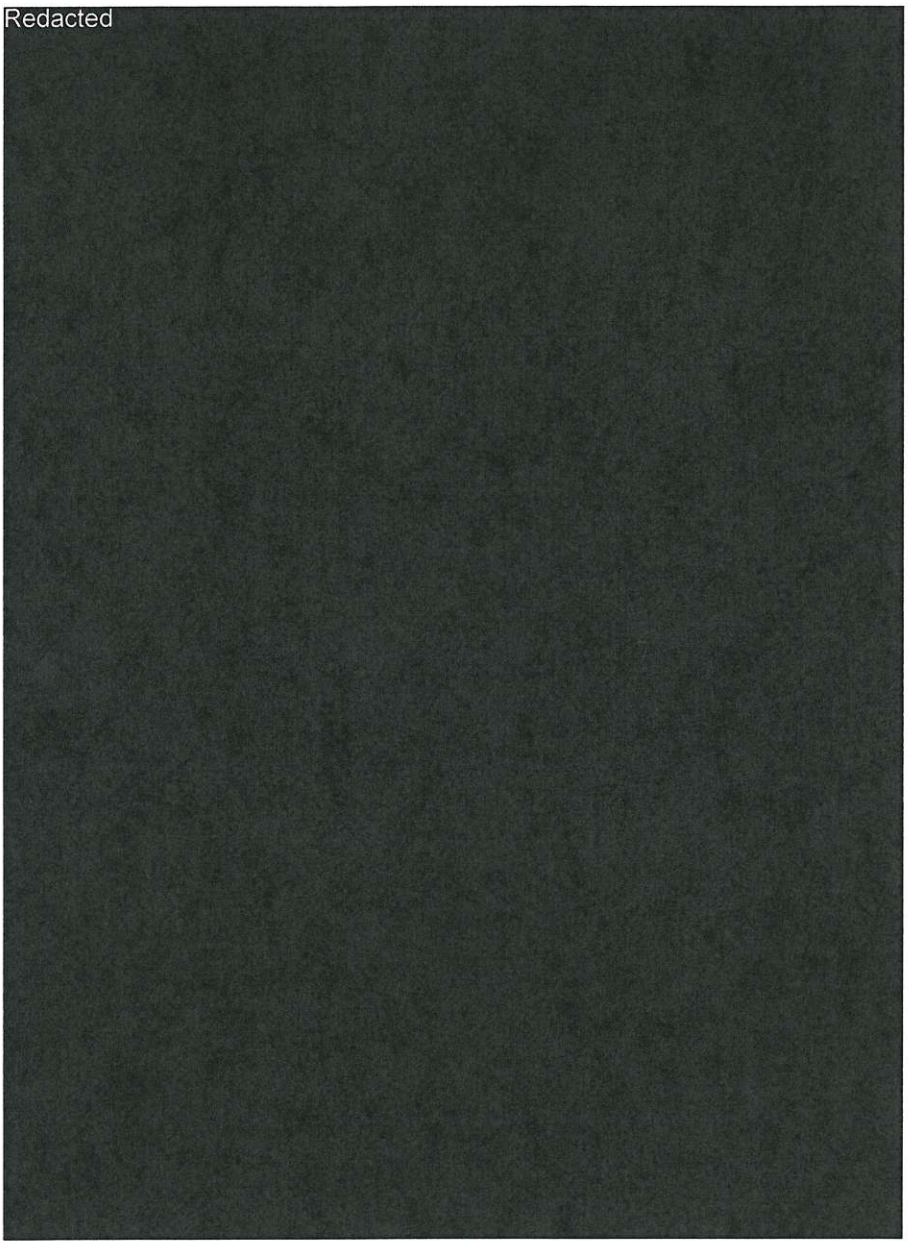
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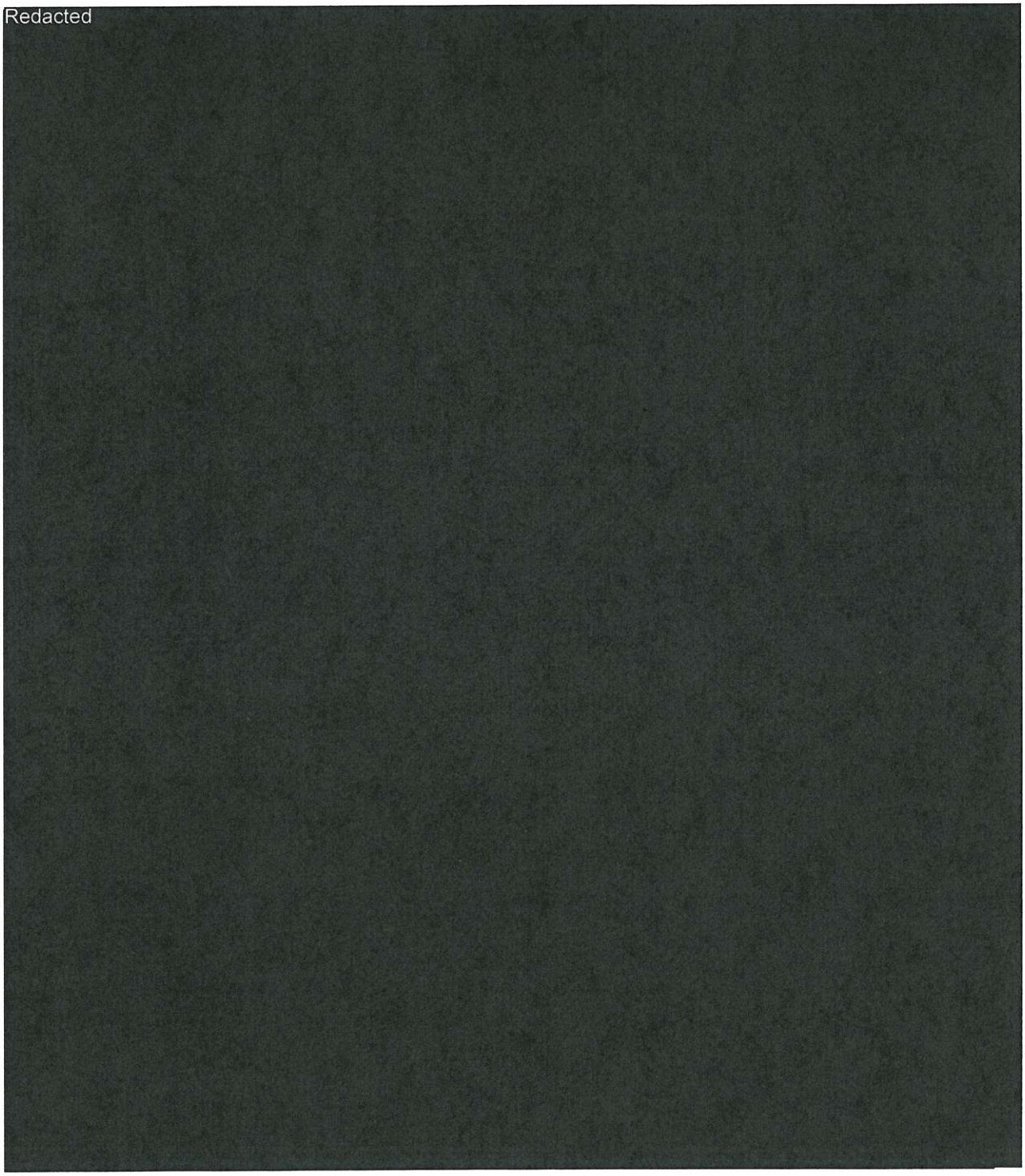
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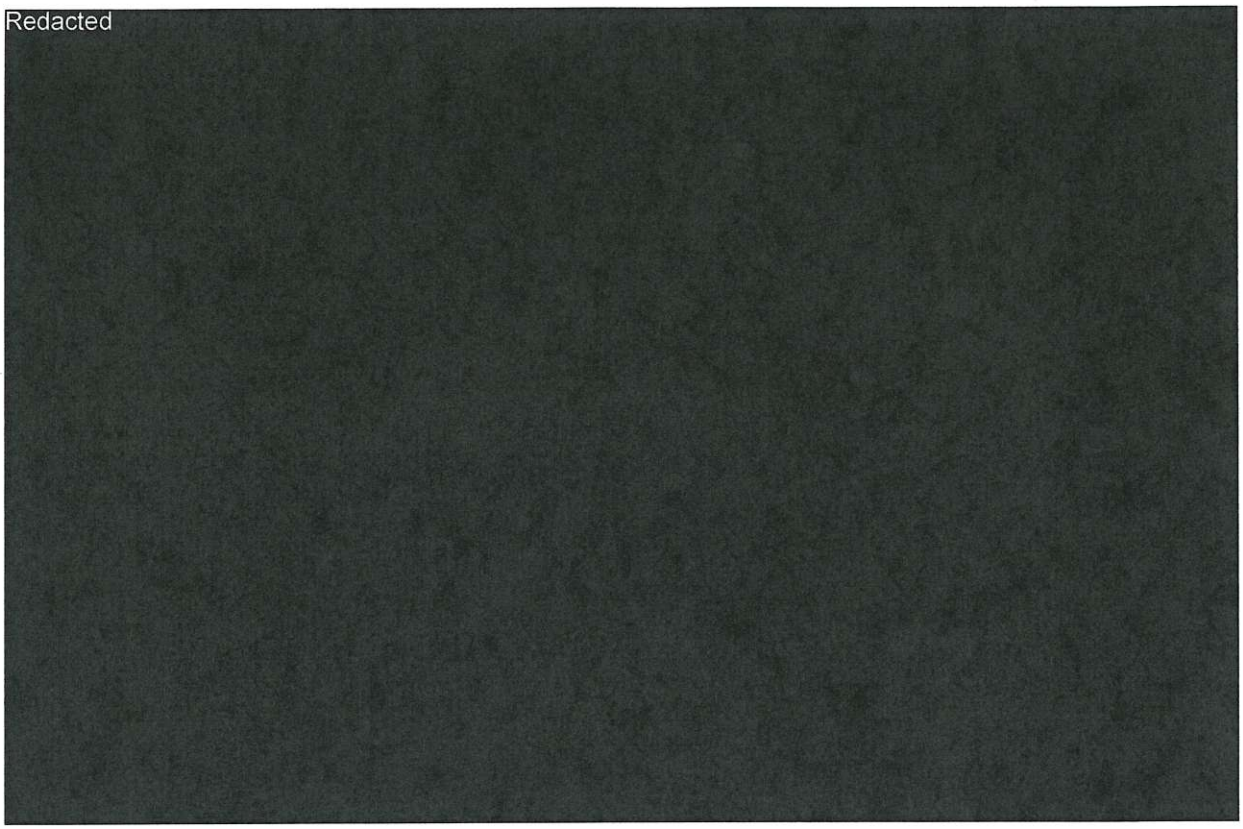
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Exhibit 1(R)
Old Hickory Plant Site

All the pieces, parcels or tracts of land situate in Old Hickory, Second Civil District, Davidson County, Tennessee and being more particularly described as follows:

Tract 1

Beginning on a point on the Northeast right of way line of Swing Bridge Road with TN Grid Coordinates (N=707039.91', E=1772453.37'); thence along the Northeast right of way line of Swinging Bridge Road S 44-08-51 E for 785.94 feet to a Found iron pin at a common corner of the lands now or formerly of Old Hickory Transload, LLC as recorded in D.B. 20170810, Pg. 81922, Registry of Davidson County, Tennessee; thence with the lands of Old Hickory Transload, LLC the following two (2) courses to wit: (1) N 45-51-01 E for 251.56 feet to an iron pin; (2) N 02-52-03 W for 431.38 feet to an iron pin at the common corner of the lands now or formerly of Midwest Transportation Resources, Inc. as recorded in D.B. 20170907, Pg. 89053, aforesaid Registry; thence with the lands of Midwest Transportation Resources, Inc. the following two (2) courses to wit: (1) along the arc of a radial curve to the left having a radius of 323.71 feet, an arc length of 233.21 feet and being subtended by a chord bearing N 23-30-01 E for 228.20 feet to MAG Nail; (2) N 44-08-20 W for 49.50 feet to MAG Nail at a common corner of Tract 6; thence with the lands of Tract 6 the following four (4) courses to wit: (1) N 44-08-20 W for 199.16 feet to MAG Nail; (2) along the arc of a radial curve to the left having a radius of 50.00 feet, an arc length of 78.59 feet and being subtended by a chord bearing N 89-10-05 W for 70.75 feet to a point; (3) S 45-48-10 W for 516.65 feet; (4) along the arc of a radial curve to the left having a radius of 50.00 feet, an arc length of 78.50 feet and being subtended by a chord bearing S 00-49-40 W for 70.68 feet to the Point of Beginning.

Containing 10.03 acres (436,901 Square Feet), more or less.

Tract 2

Beginning on a point at the intersection of the East right of way line of the Tennessee Central Railroad and the West right of way line of Fowler Street with TN Grid Coordinates (N=704233.41', E=1775032.10'); thence with the West right of way line of Fowler Street S 44-01-07 E for 223.67 feet to a point at a common corner of the lands now or formerly of Jonathon Harris as recorded in D.B. 20150930, Pg. 99451, Registry of Davidson County, Tennessee; thence with the lands of Jonathan Harris S 41-15-44 W for 85.98 feet to a point of the East right of Way line of the Tennessee Central Railroad; thence with said West right of way line along the arc of a non-radial curve to the left having a radius of 1675.05 feet, an arc length of 246.36 feet and being subtended by a chord bearing N 23-38-45 W for 246.14 feet to the Point of Beginning.

Containing 0.20 acres (8,840 Square Feet), more or less.

Tract 3

Beginning on a point at the intersection of the Northwest right of way line of Cinder road and the North east right of way line of Swinging Bridge Road with TN Grid Coordinates (N=710243.99', E=1769257.50'); thence with said Northeast right of way line of Swinging Bridge Road N 44-18-17 W for 865.78 feet to a point at a common corner of the lands now or formerly of Vista Carroll as recorded in D.B. 20041217, Pg. 150472, Registry of Davidson County, Tennessee; thence with the lands of Vista Carroll N 10-37-41 E for 588.44 feet to a fence post at a common corner of the lands now of formerly of Bobby Denson as recorded in D.B. 20000330, Pg. 31845, aforesaid records, passing a flatbar at 294.92 feet and an iron pin with cap at 436.14 feet; thence with the lands of Bobby Denson N 46-45-57 E for 495.09 feet to a fence post at a common corner of the lands now of formerly of Gayron & Naomi Lytle as recorded in D.B. 20140326, Pg. 24817, aforesaid records; thence with the lands of Gayron & Naomi Lytle S 80-42-09 E for 1950.68 feet to a magnetic indicator in gravel on the Northwest right of way line of Cinder Road; thence with said Northwest right of way line of Cinder road the following five (5) courses to wit: (1) along the arc of a non-radial curve to the right having a radius of 1407.40 feet, an arc length of 449.05 feet and being subtended by a chord bearing S 59-17-06 W for 447.15 feet to a point; (2) S 68-25-32 W for 326.46 feet to a point; (3) along the arc of a radial curve to the left having a radius of 1457.40 feet, an arc length of 567.23 feet and being subtended by a chord bearing S 57-16-32 W for 563.66 feet to a point; (4) S 46-07-32 W for 821.43 feet to a point; (5) along the arc of a radial curve to the right having a radius of 25.00 feet, an arc length of 39.08 feet and being subtended by a chord bearing N 89-05-26 W for 35.22 feet to the Point of Beginning.

Containing 42.15 acres, more or less.

Tract 4

Beginning on an iron pin on the Northwest right of way line of Burnett Road and a common corner of the lands now or formerly of Industrial Land Developers, LLC, as recorded in D.B. 20141104, Pg. 101883, Registry of Davidson County, Tennessee, having TN Grid Coordinates (N=710259.49', E=1773346.26'); thence with the lands of Industrial Land Developers, LLC the following courses to wit: (1) along the arc of a curve to the left having a radius of 692.20 feet, an arc length of 238.34 feet and being subtended by a chord bearing N 22-11-25 E for 237.16 feet to an iron pin; (2) N 12-18-45 E for 251.30 feet to an iron pin; (3) along the arc of a radial curve to the right having a radius of 979.29 feet, an arc length of 308.08 feet and being subtended by a chord bearing N 21-29-39 E for 306.81 feet to an iron pin on the Northwest right of way line of Burnett Road; thence along said North wet right of way line of Burnett Road the following four (4) courses to wit: (1) along the arc of a non-radial curve to the left having a radius of 153.00 feet, an arc length of 102.63 feet and being subtended by a chord bearing S 20-21-05 E for 100.71 feet to a point; (2) S 39-34-02 E for 200.89 feet to a point; (3) along the arc of a radial curve to the right having a radius of 75.00 feet, an arc length of 111.92 feet and being subtended

by a chord bearing S 03-11-04 W for 101.82 feet to a point; (4) S 45-56-10 W for 574.63 feet to the Point of Beginning.

Containing 2.57 acres (111,822 Square Feet), more or less.

Tract 5

Beginning on an iron pin at the intersection the U.S. Army Corp of Engineers boundary of Old Hickory Reservoir and of the Southeast right of way line of Burnett Road, having TN Grid Coordinates (N=711474.57', E=1774044.94'); thence along said Southeast right of way line of Burnett Road the following four (4) courses to wit: (1) S 43-03-04 W for 535.26 feet to a point; (2) along the arc of a radial curve to the left having a radius of 103.00 feet, an arc length of 148.52 feet and being subtended by a chord bearing S 01-44-27 W for 135.98 feet to a point; (3) S 39-34-02 E for 200.89 feet to a point; (4) along the arc of a radial curve to the right having a radius of 125.00 feet, an arc length of 186.54 feet and being subtended by a chord bearing S 03-11-04 W for 169.71 feet to an iron pin; thence with the lands of Tract 6 N 42-02-20 E for 290.78 feet to a concrete monument on the boundary of Old Hickory Reservoir; thence along the boundary of Old Hickory Reservoir the following three (3) courses to wit: (1) N 44-29-50 W for 43.35 feet to a concrete monument; (2) N 21-43-29 W for 269.63 feet to a concrete monument; (3) N 27-46-26 E for 400.12 feet to the Point of Beginning.

Containing 2.44 acres (106,386 Square Feet), more or less.

Tract 6

Beginning on an iron pin at the intersection of the Northeast right of way line of Swinging Bridge Road and the Southeast right of way line of Burnett Road, having TN Grid Coordinates (N=708242.65', E=1771334.31'); thence along said Southwest right of way line of Burnett Road N 45-56-10 E for 3422.98 feet to an iron pin at a common corner with Tract 5; thence with the line of Tract 5 N 42-02-20 E for 290.78 feet to a concrete monument on the boundary of the aforesaid Old Hickory Reservoir; thence along the boundary of the Old Hickory Reservoir the following fifty-nine (59) courses to wit: (1) N 45-48-57 E for 308.91 feet to a concrete monument; (2) S 74-55-50 E for 219.75 feet to a concrete monument; (3) S 01-47-15 W for 429.62 feet to a concrete monument; (4) N 54-26-04 E for 338.49 feet to a concrete monument; (5) N14-28-54 E for 360.30 feet to a concrete monument; (6) S 89-21-12 E for 149.98 feet to a concrete monument; (7) S 04-26-27 W for 529.73 feet to a concrete monument; (8) S 38-34-48 E for 200.11 feet to a concrete monument; (9) N 40-11-07 E for 409.84 feet to a concrete monument; (10) S 13-03-43 E for 530.13 feet to a concrete monument; (11) S 73-17-57 E for 300.09 feet to a concrete monument; (12) S 20-17-16 E for 619.90 feet to a concrete monument; (13) N 68-16-58 E for 318.18 feet to a concrete monument; (14) S 03-40-09 W for 332.42 feet to a concrete monument; (15) S 77-14-12 W for 150.81 feet to a concrete monument; (16) S 06-47-25 W for 133.03 feet to a concrete monument; (17) N 88-20-07 E for 227.29 feet to concrete monument; (18) S 23-40-46 E for 241.78 feet to a concrete monument; (19) S 40-46-53 W for

189.64 feet to a concrete monument; (20) N 79-21-03 W for 496.94 feet to a concrete monument; (21) S 34-28-29 W for 184.49 feet to a point; (22) N 85-49-34 E for 228.63 feet to a point; (23) S 69-48-26 E for 172.92 feet to a point; (24) S 83-54-26 E for 396.97 feet to a concrete monument; (25) N 47-01-34 E for 121.58 feet to a point; (26) S 49-19-26 E for 141.04 feet to a point; (27) S 14-41-05 W for 250.81 feet to a concrete monument; (28) S 35-16-48 W for 106.77 feet to a concrete monument; (29) S 50-46-37 E for 270.01 feet to a concrete monument; (30) N 46-49-23 E for 237.38 feet to a point; (31) S 74-54-37 E for 59.21 feet to a concrete monument; (32) S 44-51-38 E for 85.13 feet to a point; (33) S 43-32-37 E for 80.35 feet to a concrete monument; (34) S 67-43-21 E for 101.83 feet to a point; (35) S 46-36-06 E for 200.37 feet to a point; (36) S 48-35-06 E for 487.72 feet to a T-post; (37) S 39-26-45 E for 187.60 feet to a t-post; (38) S 50-38-41 E for 138.68 feet to a T-post; (39) S 23-19-20 E for 132.51 feet to a T-post; (40) S 65-36-42 E for 156.36 feet to a concrete monument; (41) S 42-49-15 E for 105.23 feet to a point; (42) N 83-23-20 E for 114.40 feet to a point; (43) S 33-34-04 W for 105.08 feet to a concrete monument; (44) S 89-29-16 W for 349.93 feet to a concrete monument; (45) N 86-27-40 W for 115.93 feet to a concrete monument; (46) N 68-08-40 W for 182.58 feet to a point; (47) N 09-43-40 W for 134.00 feet to a point; (48) S 19-33-06 W for 138.00 feet to a concrete monument; (49) S 31-11-40 E for 294.50 feet to a point; (50) S 30-18-20 W for 4.62 feet to a point; (51) S 00-12-20 E for 27.00 feet to a point; (52) S 30-31-50 E for 20.00 feet to a point; (53) S 36-33-40 W for 277.86 feet to a concrete monument; (54) S 63-36-23 W for 262.22 feet to a concrete monument; (55) S 19-01-00 W for 197.57 feet to a concrete monument; (56) S 10-59-53 W for 186.00 feet to a point; (57) S 62-34-50 W for 82.70 feet to a concrete monument; (58) N 89-23-19 W for 162.38 to an iron pin with cap; (59) S 24-40-10 E for 74.87 feet to an iron pin with cap at a common corner of the land now or formerly of Fiberweb, LLC as recorded in D.B. 20170413, Pg. 36338 & D.B. 20091125, Pg. 108548, Registry of Davidson County, Tennessee; thence with the lands of Fiberweb, LLC the following eighteen (18) courses to wit: (1) N 88-39-37 W for 468.47 feet to an iron pin with cap; (2) S 01-07-08 W for 70.18 feet to a point; (3) N 89-02-50 W for 128.49 feet to a point; (4) S 87-45-10 W for 91.37 feet to a point; (5) N 89-48-50 W for 162.56 feet to a point; (6) N 88-20-50 W for 267.25 feet to a point; (7) N 01-06-10 E for 76.45 feet to appoint; (8) N 89-05-50 W for 162.69 feet to a point; (9) N 77-11-50 W for 85.90 feet to a point; (10) N 89-05-50 W for 449.32 feet to a railroad spike; (11) S 00-34-23 W for 64.40 to a railroad spike; (12) S 29-57-19 E for 249.32 fee to a point; (13) S 00-46-04 W for 18.80 feet to a railroad spike; (14) N 89-08-48 W for 521.68 feet to a railroad spike; (15) S 00-52-30 W for 721.58 feet to an iron pin with cap; (16) S 45-52-30-W for 97.34 feet to an iron pin with cap; (17) N 89-07-30 W for 198.59 feet to an iron pin with cap; (18) S 45-52-30 W for 21.71 feet to an iron pin with cap on the Northeast right of way line of Old Hickory Boulevard; thence with the Northeast right of way line of Old Hickory Boulevard the following two (2) courses to wit: (1) N 58-05-39 W for 94.72 feet to a point; (2) N 44-08-50 W for 1641.09 feet to a MAG Nail at a common corner of the lands now or formerly of Old Hickory Transload, LLC as recorded in D.B. 20170810, Pg. 81922, Registry of Davidson County, Tennessee; thence with the lands of Old Hickory Transload, LLC the following four (4) courses to wit: (1) N 02-52-03 W for 234.31 feet to a nail; (2) N 45-44-02 E for 1258.27 feet to a nail; (3) along the arc of a radial curve to the left having a radius of 50.00 feet, an arc length of 78.45 feet and being subtended by a chord bearing N 00-47-16 E for 70.64 feet to a MAG Nail; (4) N 44-09-31 W for 1135.80 feet to a nail at a common

corner of the lands now or formerly of Midwest Transportation Resources, Inc. as recorded in D.B. 20170907, Pg. 89053, aforesaid Registry; thence with the lands of Midwest Transportation Resources, Inc. the following four (4) courses to wit: (1) along the arc of a radial curve to left having a radius of 73.00 feet, an arc length of 114.89 feet and being subtended by a chord bearing N 89-14-48 W for 103.40 feet to a MAG Nail; (2) S 45-39-56 W for 524.20 feet to a MAG Nail; (3) S 44-03-45 E for 562.38 feet to a nail; (4) S 45-56-17 W for 247.62 feet to a MAG Nail at a common corner with Tract 1; thence with the lands of Tract 1 the following four (4) courses to wit: (1) N 44-08-20 W for 199.16 feet to a point; (2) along the arc of a radial curve to the left having a radius of 50.00 feet, an arc length of 78.59 feet and being subtended by a chord bearing N 89-10-05 W for 70.75 feet to a point; (3) S 45-48-10 W for 516.65 feet to a point; (4) along the arc of a radial curve to the left having a radius of 50.00 feet, an arc length of 78.50 feet and being subtended by a chord bearing S 00-49-40 W for 70.68 feet to a point on the Northeast right of way line of Swinging Bridge Road; thence with the Northeast right of way line of Swing Bridge Road the following five (5) courses to wit: (1) N 44-08-51 W for 1238.76 feet to an iron pin; (2) along the arc of a radial curve to the left having a radius of 323.10 feet, an arc length of 125.30 feet and being subtended by a chord bearing N 55-15-25 W for 124.52 feet to an iron pin; thence along the arc of a reverse curve to the right having a radius of 288.10 feet, an arc length of 111.70 feet and being subtended by a chord bearing N 55-15-16 W for 111.00 feet to an iron pin; (4) N 44-08-50 W for 92.58 feet to an iron pin; (4) along the arc of a radial curve to the right having a radius of 80.00 feet, an arc length of 125.78 feet and being subtended by a chord bearing N 00-53-40 E for 113.22 feet to the Point of Beginning.

Containing 435.09 acres, more or less.

Tract 7

Beginning at the intersection of the North right of way line of Bridgeway Avenue and the Northeast right of way line the Tennessee Central Railroad, having TN Grid Coordinates (N=705745.63', E=1773546.66'); thence along said Northeast right of way line of the Tennessee Central Railroad N 46-30-31 W for 81.50 feet to a point at a common corner or the lands now or formerly of AT&T Tennessee as recorded in D.B. 20071226, Pg. 146805, Registry of Davidson County, Tennessee; thence with the lands of ATT&T Tennessee N 43-29-29 E for 70.70 feet to a point on the Southwest right of way line of Swinging Bridge Road; thence with said Southwest right of way line of Swinging Bridge Road S 43-07-31 E for 100.00 feet to a point at the intersection of the Southwest right of way line of Swinging Bridge Road and the North right of way line of Bridgeway Avenue; thence along said North right of way line of Bridgeway Avenue the following three (3) courses to wit: (1) S 46-52-29 W for 12.50 feet to a point; (2) along the arc of a non-radial curve to the right having a radius of 20.00 feet, an arc length of 54.20 feet and being subtended by a chord bearing S 33-23-02 W for 39.07 feet to a point; (3) along the arc of a reverse curve to the left having a radius of 746.80 feet, an arc length of 28.10 feet and being subtended by a chord bearing N 76-03-11 W for 28.10 feet to the Point of Beginning.

Containing 0.17 acres (7,233 Square Feet), more or less.

Tract 8

Beginning at the intersection of the South right of way line of Bridgeway Avenue and the Northeast right of way line the Tennessee Central Railroad, having TN Grid Coordinates (N=705650.56', E=1773646.87'); thence along the South right of way line of Bridgeway Avenue the following two (2) courses to wit: (1) along a non-radial curve to the right having a radius of 686.80 feet, an arc length of 231.11 feet and being subtended by a chord bearing S 57-31-25 E for 230.02 feet to a point; (2) N 46-52-29 E for 12.50 feet to a point on the Southwest right of way line of Old Hickory Boulevard; thence along said Southwest right of way line of Old Hickory Boulevard S 43-07-31 E for 238.00 feet to a point on the right of way of the Tennessee Central Railroad; thence with the right of way of the Tennessee Central Railroad the following two (2) courses to wit: (1) S 22-30-31 E for 104.20 feet; (2) N 46-30-31 W for 559.30 feet to the Point of Beginning.

Containing 0.46 acres (20,243 Square Feet), more or less.

Exhibit 2.1(a)(i)
Filtered Water Assets

See attached PDF.

Exhibit 2.1(a)(i) - Filtered Water Assets	
Site Water System Equipment List	
July 2, 2019	
Name	**Location**
River Water Intake	
Intake Structure & Foundation	Site River Intake
River Water Intake Trash Rack and Screens including 3 Ton Monorail	Site River Intake
River Water Intake Screens (D-1737180). Including Engineering Drawings.	Site River Intake
Pumping Station equipped to handle five(5) pumps including Operating Platform, lighting, piping, and wiring.	Site River Intake
Three(3) 12,500 GPM Pumps with 700 HP Motors. (Note: #2, #3, and #5 Pumps installed. #1 and #4 Pump and Motor removed previously, but spot available to install new Pump.) One(1) Spare 700 HP Motor.	Site River Intake
#5 River Water Pump Re-built. Including Engineering Drawings.	Site River Intake
River Water Pumps Heat Tracing. Including drawings.	Site River Intake
River Pumps MCC	Site River Intake
2300V MCC Enclosure including 700 HP Motor Starters for Pumps (Primary and Alternate Feeds) except Starters for #1 and #4 Pump Motors Missing.	Site River Intake
Status & Control Unit including Wiring.	Site River Intake

Substation #15 3750 KVA Transformer	Site River Intake
Transformer Secondary Containment including Piping, Wiring, and Engineering. (Project W-6882)	Site River Intake
Substation #15 Including Incoming & Outgoing Wiring	Site River Intake
Sodium Hypochloride Feed System	Site River Intake
Sodium Hypochloride Feed System piping	Site River Intake
T1/T2 Old DMT Substation (Includes Feeders #4 and #7 from PP#2)	Northeast of Coal Pile
11Kv Switching Station	Coal Gate
Electrical Power Lines - Ouside (Includes Feeders #4 and #7 from PP#2 and 11Kv Switching Station)	Area Between PP#2 and T1/T2 SS
Line Supports - Outside	Area Between PP#2 and T1/T2 SS
Raw Water Lines	
36" Line UG from Pumping Station (Approx. 225')	Area Between Pumping Station and PH#1
30" IPS Polyethylene Pipe UG from above 36" line to Valve Tree (Approx. 600'). Includes Project W-A542 Engineering.	Area Between Pumping Station and PH#1
Two(2) 24" Lines UG from Pumping Station to Valve Tree (Approx. 920' run each)	Area Between Pumping Station and PH#1
Two(2) 24" Lines UG from Valve Tree to the point where the lines goes AG (Approx. 580' run each).	Area Between Pumping Station and PH#1
Two(2) 24" Lines AG continuing from point where lines goes UG (Approx. 830' run each). Tie-in to 24" and 18" UG Lines. Includes Project 5108 Engineering. Note: 24" AG Piping has been altered. See W-D250 and W-D486.	Area Between Pumping Station and PH#1

24" and 18" Lines UG to East Side of Filter Plant (Approx. 600' of 24" and 550' of 18"). Note: UG piping has been replaced by new UG and AG piping. See W-D250 and W-D486.	North of PH#1 and East of Filter Plant
Two(2) 24" Lines AG Join Together into One(1) 18" Line that goes UG and runs to Northeast Corner of Filter Plant and runs South before going UG and tieing into existing 24" Line. Includes 24" Static Mixer and Raw Water Control Valve.	North of PH#1 and East of Filter Plant
14" Raw Water Control Valve with isolation and bypass in the existing 24" Raw Water Line. Include piping and controls. Project W-E792.	Northeast of Filter Plant
Filter Plant	
Building including 12 foot deep clear well with a capacity of 1,800,000 gallons. Including Unit Heaters and steam piping.	West of PH#1
Building additions implemented by projects W-B172, W-B795, W-E351 (Access Platform), and W-E424 (Containment Floor & Liner).	Filter Plant
Aluminum Sulfate Injection System.	Filter Plant
Sodium Hypochlorite Injection System including new Bleach Tanks. Project W-B172	Filter Plant
Six(6) Sedimentation Basins including Piping and Wiring	Filter Plant
Eight(8) Square Concrete Filters (No. 21 thru No. 28) including Piping.	Filter Plant
Three(3) Round Graverwater Filters (No. 29 thru No. 31) including Piping. Note: #30 and #31 recently refurbished. #29 refurbishment in progress.	Filter Plant
Two(2) Backwash Pumps (No. 3 & 4) including Piping.	
Nine(9) Service Water Pumps No. 1 thru No. 10 - no No. 4 Pump) including Piping and Wiring.	Filter Plant
Effluent Flow Control (MultiLin 269 PLUS) including Piping and Wiring.	Filter Plant
No. 3 Backwash Pump Control (MultiLin 269 PLUS).	Filter Plant

Water Hardness Meter	Filter Plant
Thirteen(13) Turbidity Meters	Filter Plant
10" Line to UG Fire Water Lines (Approx. 50'). Project W-D459	Filter Plant
Injection Quills & Piping - Project W-D486.	Filter Plant
Heat Tracing - Project W-D486.	Filter Plant
Flow Transmitter Relocation - Project W-D486	Filter Plant
Fire Main Header Backflow Preventer - Project W-E224.	Filter Plant
Spare Raw Water Gate Valve - Project W-E664.	Filter Plant
Misc. HVAC Equipment	Filter Plant
Existing Power Feeds from PH#1	Power House #1
Existing 175#/10# PRV Controls and Equipment located in PH#1 Computer Room. Includes Moore 352 and wiring.	Power House #1 Computer Room
BrennFloc Addition System including two(2) Brennfloc Storage Tanks, pump skid with two(2) pumps, water heater, backflow preventer, piping, wiring & controls. Project W-E251.	Filter Plant
Control Room/Computer including Liebert HVAC Unit w/ ductwork & controls, Smoke Detection System, MCC, power panels, wiring, and piping. Project W-D671.	Filter Plant
DCS System consisting of Allen Bradley CompactLogix System and Monitoring Stations located in the Future Filter Plant Computer Room, and relocation of LAN and PCN from PH#1 Computer Room, and relocation of IP21 Computers and Monitors to Future Computer Room. Project W-E003.	Filter Plant
Filter Plant North Wall Access Doors(2). Project W-E927.	Filter Plant
Modular Substation including Transformers, Switchgear, MCC's, High Voltage Cables, and wiring. Project W-D232.	West of Filter Plant
Filtered Water Lines	

1", 2", 6", 8", 12', and 14" Lines to Berry Global (Approx. 120' of 1" AG, 70' of 2" UG, 380' of 6" UG, 400' of 8" UG, 440' of 12 UG, and 200' of 14" UG)	Between Filter Plant and Berry Global
8", 10", and 12" Line to Sontara Lines 1 & 2 (Approx. 645' of 12" UG, 40' of 10" UG, 50' of 8" UG, and 100' of 10" AG), and 12", 10", 8" and 4" Lines to Cumberland Building, Jackson Building, and 08 Warehouse (Approx. 500' of 12" UG, 100' of 10" UG, 1490' of 8" UG, and 70' of 4" UG)	Between Filter Plant and Sontara
14" Line to Sontara Line 3 including Backflow Preventers & 10" piping (Approx. 775' of 14" AG and 25' of 10" AG).	Between Filter Plant and Sontara
3" and 6" Lines to DuPont Power (Approx. 290' of 6" UG and 70' of 3" AG)	Between Filter Plant and Power
4", 6", and 12" Lines to WWTP (Approx. 1250' of 12" UG, 930' of 4" UG, and 835' of 6" UG)	Between Filter Plant and WWTP
Misc. Site Facilities (Filter Plant)	
Environmental Waste Storage Building (90-Day Bldg.)	East of Jackson Building (Across the Road)
Electric Lighting Lines - Outside	Outside Filter Plant
Electrical Power Lines - Outside (Including Feeders #4, #8, and #14 from PP#1)	Outside Filter Plant
Line Supports - Outside (Pipe Bridges to Sontara Plant & Cumberland Building)	Outside Filter Plant
Roads & Parking	South & East of Filter Plant
One(1) Pickup Truck	N/A
Misc. Portable Laboratory Equipment	Filter Plant Lab

Exhibit 2.1(a)(ii)
Fire Water Assets

See attached PDF.

Exhibit 2.1(a)(ii) - Fire Water Assets	
Site Water System Equipment List	
July 2, 2019	
Name	**Location**
Fire Protection Equipment	
Fire Alarm System	Site Wide
965,516 gallon ground Fire Water Storage Tank, two(2) Diesel Engine Fire Pumps with Controllers, Two(2) Fire Pump Fuel Tanks with internal piping and wiring for pumps and tanks.	Fire Tank Location
8" Line to Fire Water Storage Tank (Approx. 370'). W-B795	Between Filter Plant and Fire Water Storage Tank
Fire Protection Lines	
UG Fire Lines across the site	Site Wide

Exhibit 2.1(a)(iii)
Sanitary Sewer Assets

See attached PDF.

Exhibit 2.1(a)(iii) - Sanitary Sewer Assets	
Site Water System Equipment List	
July 2, 2019	
Name	**Location**
Sanitary Sewers	
UG Piping and six(6) Lift Stations that collect and pump sanitary sewage off site and ties into city sewer pipe.	OH Site
Filter Plant Lift Station to replace unit to be removed by PH#1 D&R project. Project W-F132.	Southeast of Filter Plant

Exhibit 2.1(a)(iv)
Wastewater Assets

See attached PDF.

Exhibit 2.1(a)(iv) - Wastewater Assets	
Site Water System Equipment List	
July 2, 2019	
Name	**Location**
Waste Water Treatment Plant	
Non-Biological WWTP including Aeration Basins, Digester Basin, Clarifiers, Sludge Handling Facilities, Perlite Holding Basin, and WWTP Control Building and controls.	WWTP
Substation #21 Including Outgoing Wiring	WWTP
Site Retention Pond, Dam, and Piping	
Site Retention Dam Equipment and Piping	Site Retention Dam
Process and Storm Sewers	

(1) Catch Basins and UG Piping that collects storm water drainage and drains the site to the Site retention Basin. System includes one(1) dual pump storm water lift station including one(1) spare pump and a Contingency Basin. (2) UG Piping that collects process water from Berry Global and JH and drains to the WWTP and the Site Retention Basin. (3) UG Piping that conveys JH Filter Wash Sump Discharge (Perlite) to the DMT Equalization Basin.	OH Site
Misc. Site Facilities (WWTP and Access Roads)	
Electric Lighting Lines - Outside	WWTP and Access Roads
Electrical Power Lines - Outside (Including Feeder from PP#3 Breaker 7W)	WWTP
Line Supports - Outside (Pipe Bridges)	WWTP
Roads & Parking Area	WWTP and Access Roads

Exhibit 2.1(a)(v)
Steam Line Assets

See attached PDF.

Exhibit 2.1(a)(v) - Steam Line Assets

Site Water System Equipment List

July 2, 2019

Name	Location
Steam	
14" 175# Steam Line (Approx. 45')	Utility Piping Easement #1
14" 175# Steam Line Including Instrumentation (Approx. 20') - Project W-5024	Utility Piping Easement #1
10" 175# Steam Line Including Instrumentation (Approx. 350')	Utility Piping Easement #1
12" 175# Steam Line Including Instrumentation (Approx. 940')	Utility Piping Easement #1
8" 175# Steam Line (Approx. 260') - Project W-5024	Utility Piping Easement #1
8" 175# Steam Line (Approx. 340') - Project W-5024	Power House #1
Project W-5024 Engineering - 14" and 8" Lines, Condensate System, and 175#/10# Steam System	Utility Piping Easement #1
175#/10# Pressure Reducing Valve Including Controls & 6" Bypass	Power House #1
10" 10# Steam Line from PRV to Desuperheater (Approx. 3')	Power House #1
Desuperheater Including Controls & Steam Supply Line & Water Supply Line	Power House #1
10" 10# Steam Line from Desuperheater to 24" Header (Approx. 60')	Power House #1

Multiport RV - 0905 (Approx. 20' of 20" Inlet Piping & 20' of 20" Outlet Piping	Power House #1
Multiport RV - 0903 (Approx. 25' of 18" Inlet Piping & 25' of 18" Outlet Piping	Power House #1
Blanked Multiport RV (Approx. 18' of 12" Inlet Piping & 18' of 12" Outlet Piping	Power House #1
24" 10# Steam Supply Header (Approx. 205')	Power House #1
24" 10# Steam Line & Separator to JH Including Flow Metering (Approx. 190')	Power House #1
24" 10# Steam Line to JH (Approx. 240')	Utility Piping Easement #3
24" 10# Steam Line (Approx. 630')	Utility Piping Easement #1
12" 10# Steam Line (Approx. 200')	Utility Piping Easement #1
24" 10# Steam Line to CB & Jackson (Approx. 10')	Power House #1
18" 10# Steam Line & Separator to CB & Jackson (Approx. 230')	Utility Piping Easement #3
18" 10# Steam Line Including Flow Metering(Approx. 850')	Utility Piping Easement #2
1" Bypass Piping Around SL-3 Heat Exchanger Control Valve (Approx. 15'). Includes restricting Orifice Plate.	Utility Piping Easement #1
4" Condensate Line to PH1 (Approx. 680')	Utility Piping Easement #1
4" Condensate Line to Head Tank(Approx. 400')	Power House #1
Condensate Head Tank, Pumps(2), & Controls	Power House #1
Condensate Return Pumps Control Panel	Power House #1
3" Condensate Pump Supply Line (Approx. 20')	Power House #1
2" Condensate Pump Supply Line (Approx. 55')	Power House #1
1" Condensate Pump to Tank Return Line (Approx. 55')	Power House #1
1" Desuperheater Condensate Supply Piping (Approx. 100')	Power House #1

DuPont Investment to Support Central Utility Plant Modifications to Steam System at Berry Global to allow supplying 175# Steam to DuPont's Fence Line.	Berry Global

Exhibit 2.1(a)(vi)
Books and Records

Redacted

Redacted

Redacted

Exhibit 2.1(a)(vii)
Excluded Personal Property

I. Safety Equipment:

- 12 radios used for communications during daily operation
- Confine space entry equipment and or kits, ropes, basket, tripod, etc.
- 100 Cal Electrical ARC Flashing Suits
- Hipod Test Equipment
- Ground Clusters
- Come Along & Chain Fall

II. DuPont Personal Clothing:

- Cintas Uniforms, Jackets
- All operators personal clothing issued by Seller that is rented by Seller

III. Tools:

- Back Flow Tester
- Come Along & Chain Fall (noted above)
- Small tool inventory (see attached inventory)

IV. Heavy Equipment for Daylighting, Demolition and Grounds Maintenance:

- 11 vehicles
- One Lull
- One Crane
- Two Fork Lifts
- Four Forklifts:
    - Fire Hall Lift Truck S30
    - Outdoor Lift Truck H50 Cab
    - Lift Truck H60 Cab
    - Komatsu FG30 Barrel Dumper
- 30 Ton Crane
- One Scissor Lift
- One Articulating Man Lift
- One Backhoe
- One Club Car
- Two Mowers
- Plow, Salt spreader
- One Air Compressor
- One Bucket Truck
- 60'L/28'W Double wide trailer (Lunch & Rest Room)

- 3 Conex Trailers
- Rail Tracks
- Scaffolding

V. IP Assets:

- Plotters
- New IP21 server in Spruance - 52.108.12.175
- New Server Room - UPS, Racks, Dry Fire Suppression, State of the art - air filtration and virtually indestructible
- AT&T - WAN Router AVPN
- XO Communications
- Ricoh (6)
- VIOP Services
- PC's
- HR Services
- ERP and Financial systems and services
- Networks

VI. Any leased personal property.

tool_id	Description	type	new_cost	pri_loc	alt_loc	avg_cost	ium	lastcounted
4611-2524	Weedeater Echo srm-230	D	289..00	TOOL RM	TOOL RM	204.98	EA	19-Oct-18
4611-2526	Weedeater Echo sam-225	D	204.98		TOOL RM	204.98	EA	- -
4611-2527	Weedeater Husqvarna 125	D	217.98	TOOL RM	TOOL RM	217.98	EA	19-Oct-18
4611-869	Saw, Pole	D	219.97	TOOL RM	TOOL RM	219.97	EA	19-Oct-18
4611-1246	Air Compressor, 4 Gallon	D	229.97		TOOL RM	229.97	EA	19-Oct-18
4611-1185	Air Compressor	D	229.97		TOOL RM	229.97	EA	19-Oct-18
345538	Chuck, Nipple, 1/2 - 2	D	239.68		TOOL RM	239.68	EA	19-Oct-18
4611-2531	Stand, Pipe	D	239.99	FAB SHOP	TOOL RM	239.99	EA	19-Oct-18
4611-2532	Stand, Pipe	D	239.99	FAB SHOP	TOOL RM	239.99	EA	19-Oct-18
4611-2539	Stand, Pipe	D	239.99		TOOL RM	239.99	EA	19-Oct-18
4611-2540	Stand, Pipe	D	239.99		TOOL RM	239.99	EA	19-Oct-18
4611-1239	Nailer, Framing	D	249.97		TOOL RM	249.97	EA	19-Oct-18
4611-2701	Stand, Pipe	D	250	MECH SHP	TOOL RM	250	EA	19-Oct-18
4611-2702	Stand, Pipe	D	250	MECH SHP	TOOL RM	250	EA	19-Oct-18
313482	Die Head, Pipe for Rigid 535, 1/8 - 2" Pipe & 1/4 - 2" Bolt	D	258.4		TOOL RM	258.4	EA	19-Oct-18
302501	Die Head, Pipe for Rigid 535, 1/8 - 2" Pipe & 1/4 - 2" Bolt	D	258.4	SON SHP	TOOL RM	258.4	EA	19-Oct-18
4611-555	Die Head, Pipe for Rigid 535, 1/8 - 2" Pipe & 1/4 - 2" Bolt	D	258.4		TOOL RM	258.4	EA	19-Oct-18
300063	Stand, Wire Reel, Screw Type for 45 - 96 inch Reel	D	259		TOOL RM	259	EA	19-Oct-18
300064	Stand, Wire Reel, Screw Type for 45 - 96 inch Reel	D	259		TOOL RM	259	EA	19-Oct-18
354092	Ram, 5 ton	D	259.97	RIGGING	TOOL RM	259.97	EA	19-Oct-18
PAS-COM-001	Nailer, Gas Cartridge Powered	D	265.99		TOOL RM	265.99	EA	19-Oct-18
115982	Die Head, Pipe for Rigid 535, 1/8 - 2" Pipe & 1/4 - 2" Bolt	D	267.67		TOOL RM	267.67	EA	19-Oct-18
301697	Vibrator Concrete Electric 1 1/4	D	275	CARP SHP	TOOL RM	87.71	EA	19-Oct-18
CB-04	4" Core Bit	E	275	TOOL RM	TOOL RM	275	EA	19-Oct-18
PAS-250	Nailer, Gas Cartridge Powered	D	275.97		TOOL RM	275.97	EA	19-Oct-18
302864	Drive, Shaft	D	276.46		TOOL RM	276.46	EA	19-Oct-18
4611-1174	Tap and Die Set	D	279.97		TOOL RM	279.97	EA	19-Oct-18
4611-2191	Chainsaw	D	286.97	TOOL RM	TOOL RM	286.97	EA	19-Oct-18
373143	Torch, Beveling, MT204	D	292.44		TOOL RM	292.44	EA	19-Oct-18
CB06	Bit, Core, 2 inch	D	295.97		TOOL RM	295.97	EA	19-Oct-18
4611-2341	6" Vise	D	295.97	PNT SHP	TOOL RM	295.97	EA	19-Oct-18
115417	Stand, Pipe, Tripod with Chain Vise	D	297.78		TOOL RM	297.78	EA	19-Oct-18
207426	Stand, Pipe, Tripod with Chain Vise	D	297.78		TOOL RM	297.78	EA	19-Oct-18
4611-801	Fan, Barrel, 46 inch	D	299.97		TOOL RM	299.97	EA	19-Oct-18
4611-847	Saw, Multi-Cut	D	299.97	CARP SHP	TOOL RM	299.97	EA	19-Oct-18
CB05	Bit, Core, 2-1/2 inch	D	299.99	TOOL RM	TOOL RM	299.99	EA	19-Oct-18
302860	Bender, Cable, Ratchet	D	307.8		TOOL RM	307.8	EA	19-Oct-18
300055	Cart, Hand Truck, 2 Wheel Dolly	D	313.2		TOOL RM	313.2	EA	19-Oct-18
1011564	Drill, Electric, Hammer, Rotary, TE6S (or TE65)	D	314.09		TOOL RM	314.09	EA	19-Oct-18
815609	Saver, Rigid Work, Roll Groover	D	324.97	TOOL RM	TOOL RM	324.97	EA	19-Oct-18
300398	Vise, 8 inch	D	324.99		TOOL RM	324.99	EA	19-Oct-18
CB04	Bit, Core, 3 inch	D	325.99	TOOL RM	TOOL RM	325.99	EA	19-Oct-18
300139	Stand, Pipe, Tripod with Chain Vise	D	329.62	FIRELINE	TOOL RM	329.62	EA	19-Oct-18
4611-1200	Saw, Chop/Cut-Off	D	329.99	TOOL RM	TOOL RM	329.99	EA	19-Oct-18
4611-1209	Saw, Chop/Cut-Off	D	329.99	TOOL RM	TOOL RM	329.99	EA	19-Oct-18
4611-2767	Gouger, Arc, Thermadyne (Arcair)	D	332	TOOL RM	TOOL RM	332	EA	19-Oct-18
4611-2733	Saw, Chain, Gas Powered	D	339.95	TOOL RM	TOOL RM	329.95	EA	19-Oct-18
4611-2765	Sampler, Abatement Air, Sensidyne	D	340	TOOL RM	TOOL RM	340	EA	19-Oct-18

EXECUTION VERSION

tool_id	Description	type	new_cost	pri_loc	alt_loc	avg_cost	ium	lastcounted
4611-2766	Sampler, Abatement Air, Sensidyne	D	340	TOOL RM	TOOL RM	340	EA	19-Oct-18
229214	Stand, Pipe, Tripod with Chain Vise	D	340.31		TOOL RM	340.31	EA	19-Oct-18
1005618	Come-A-Long, 1-1/2 ton, 20 ft Chain, Overload Protection	D	341.74	RIGGING	TOOL RM	341.74	EA	19-Oct-18
1005585	Chainfall, 1 ton, 20 ft Chain, Overload Protection	D	349.04	RIGGING	TOOL RM	349.04	EA	19-Oct-18
1005588	Chainfall, 1 ton, 20 ft Chain, Overload Protection	D	349.04	RIGGING	TOOL RM	349.04	EA	19-Oct-18
1005589	Chainfall, 1 ton, 20 ft Chain, Overload Protection	D	349.04	RIGGING	TOOL RM	349.04	EA	19-Oct-18
374715	Saw, Electric, Porta-Band, Deep Cut	D	350	TOOL RM	TOOL RM	350	EA	19-Oct-18
300388	Stand, Pipe, Tripod with Chain Vise	D	351.49	ELEC SHP	TOOL RM	351.49	EA	19-Oct-18
4611-719	Drill, Magnetic Base	D	354	FAB SHOP	TOOL RM	354	EA	19-Oct-18
301388	Stand, Pipe, Tripod with Chain Vise	D	369.97		TOOL RM	369.97	EA	19-Oct-18
4611-2734	Vacuum, Asbestos/Fine Filtration	D	378	INS SHOP	TOOL RM	329.95	EA	19-Oct-18
208832	Cart, Bottle, Double Capacity with Blast Shield	D	378	SON SHP	TOOL RM	378	EA	19-Oct-18
208845	Cart, Bottle, Double Capacity with Blast Shield	D	378		TOOL RM	378	EA	19-Oct-18
4611-2735	Vacuum, Asbestos/Fine Filtration	D	378	INS SHOP	TOOL RM	378	EA	19-Oct-18
4611-825	Pump, Vacuum, A/C	D	379.97		TOOL RM	379.97	EA	19-Oct-18
1006450	Clamp, Beam, Adjustable with Rollers, 1 ton	D	394	RIGGING	TOOL RM	394	EA	19-Oct-18
Unmarked05	Chainfall 1 Ton 20ft Chain Overload Protection	D	394.04	RIGGING	TOOL RM	394.04	EA	19-Oct-18
110871	Bender, Conduit, 1/2 x 1	D	397.5		TOOL RM	397.5	EA	19-Oct-18
105493	Bender, Conduit, Mechanical, 1/2 - 3/4 - 1	D	397.5		TOOL RM	397.5	EA	19-Oct-18
4611-2339	Groover, Roll	D	398.89	CIVIL	TOOL RM	398.89	EA	19-Oct-18
4611-2132	Drill, Magnetic Base	D	399.97	FAB SHOP	TOOL RM	399.97	EA	19-Oct-18
4611-2747	Cutter, Pipe, Soil and Cast Iron	D	414.86	MECH GRP	TOOL RM	414.86	EA	19-Oct-18
4611-1902	Drill, Electric, Magnetic, Roto-Brute	D	419.97		TOOL RM	419.97	EA	19-Oct-18
301685	Box, Gang	D	420	CRY ELEC	TOOL RM	420	EA	19-Oct-18
353398	Box, Gang	D	420		TOOL RM	420	EA	19-Oct-18
229065	Box, Gang	D	421.58	CARP SHP	TOOL RM	421.58	EA	19-Oct-18
301175	Box, Gang	D	421.58	SON SHP	TOOL RM	421.58	EA	19-Oct-18
4611-2514	Mower, Lawn	D	429.98	TOOL RM	TOOL RM	429.98	EA	19-Oct-18
4611-2708	Saw, Porta-Band, Deep Cut	D	429.99	SON SHP	TOOL RM	429.99	EA	19-Oct-18
302288	Meter, Multi-Meter, Simpson 260	D	440.1		TOOL RM	440.1	EA	19-Oct-18
215423	Box, Gang	D	441.36		TOOL RM	441.36	EA	19-Oct-18
4611-2328	Torch, Cutting, Set with Gauges	D	449.97	FAB SHOP	TOOL RM	449.97	EA	19-Oct-18
1007372	Wrench, Impact, Pnuematic, 3/4 dr, Pistol Grip	D	453.43	FAB SHOP	TOOL RM	453.43	EA	19-Oct-18
4611-2546	Compressor, Air, 60 Gallon	D	459.96	CIVIL	TOOL RM	459.96	EA	19-Oct-18
349930	Stand, Threading Machine, 535 or 1224	D	460.31		TOOL RM	460.31	EA	19-Oct-18
331649	Saw, Cordless, Reciprocating, 24 volt	D	473.04	CIVIL	TOOL RM	473.04	EA	19-Oct-18
399178	Drill, Hammer, Hilti	D	475	FAB SHOP	TOOL RM	475	EA	19-Oct-18
301861	Carrier, Pipe, Grasshopper	D	475.25		TOOL RM	475.25	EA	19-Oct-18
227288	Die Head, Pipe for Rigid 535, 1/8 - 2" Pipe & 1/4 - 2" Bolt	D	480.65	SON SHP	TOOL RM	480.65	EA	19-Oct-18
328395	Chainsaw, Gas	D	483.7	TOOL RM	TOOL RM	483.7	EA	19-Oct-18
4611-826	Lifeline, Retractable with Carabiner	D	499.97	TOOL RM	TOOL RM	499.97	EA	19-Oct-18
4611-827	Lifeline, Retractable with Carabiner	D	499.97	TOOL RM	TOOL RM	499.97	EA	19-Oct-18
4611-828	Lifeline, Retractable with Carabiner	D	499.97	TOOL RM	TOOL RM	499.97	EA	19-Oct-18
213000	Sheave, Cable, Triple Guide with Hook 19-1/2 or 36 in Radius	D	509.76		TOOL RM	509.76	EA	19-Oct-18
212999	Sheave, Cable, Triple Guide with Hook, 19-1/2 or 36in Radius	D	509.76		TOOL RM	509.76	EA	19-Oct-18
301678	Stand, Wire Reel, Ratchet Type for 58 - 90 inch Reel	D	513.3		TOOL RM	513.3	EA	19-Oct-18
301679	Stand, Wire Reel, Ratchet Type for 58 - 90 inch Reel	D	513.3		TOOL RM	513.3	EA	19-Oct-18
301682	Drill, Electric, Press, 1/2 inch	D	529.65	E&I SHP	TOOL RM	529.65	EA	19-Oct-18

EXECUTION VERSION

tool_id	Description	type	new_cost	pri_loc	alt_loc	avg_cost	ium	lastcounted
4611-2731	Pump, Vacuum for Core Drill	D	531.62	TOOL RM	TOOL RM	531.62	EA	19-Oct-18
301864	Drill, Cordless, Hammer, Rotary, TE5A	D	534.6	E&I SHP	TOOL RM	534.6	EA	19-Oct-18
228096	Box, Gang	D	535.3	CARP SHP	TOOL RM	535.3	EA	19-Oct-18
301775	Box, Gang	D	549.63		TOOL RM	549.63	EA	19-Oct-18
4611-2062	Fan, Shop, Rolling	D	549.95		TOOL RM	549.95	EA	19-Oct-18
4611-2063	Fan, Shop, Rolling	D	549.95		TOOL RM	549.95	EA	19-Oct-18
4611-870	Box, Gang	D	569.97	CIVIL	TOOL RM	569.97	EA	19-Oct-18
4611-597	Lifeline, Retractable with Carabiner	D	575.97		TOOL RM	575.97	EA	19-Oct-18
4611-598	Lifeline, Retractable with Carabiner	D	575.97		TOOL RM	575.97	EA	19-Oct-18
4611-550	Oven, Rod	D	599.6	FAB SHOP	TOOL RM	599.6	EA	19-Oct-18
355203	Box, Gang	D	599.97		TOOL RM	599.97	EA	19-Oct-18
301875	Cart, Conduit, 58 x 58, 1/2 x 3/4	D	609.5		TOOL RM	609.5	EA	19-Oct-18
4611-2748	Cleaner, Drain with Powerfeed	D	646.5	CIVIL GP	TOOL RM	646.5	EA	19-Oct-18
4611-2739	Ringer, Hog Ring Gun	D	650	INS SHP	TOOL RM	650	EA	19-Oct-18
4611-2740	Ringer, Hog Ring Gun	D	650	INS SHP	TOOL RM	650	EA	19-Oct-18
4611-2741	Ringer, Hog Ring Gun	D	650	INS SHP	TOOL RM	650	EA	19-Oct-18
311921	Drill, Electric, Hammer, Rotary, Hilti	D	655.24		TOOL RM	655.24	EA	19-Oct-18
215873	Drill, Electric, Hammer, Rotary, TE24	D	655.56		TOOL RM	655.56	EA	19-Oct-18
4611-743	Oven, Rod	D	660	SON SHP	TOOL RM	660	EA	19-Oct-18
302881	Meter, Cable Tracer, 6 - 600 vac/vdc with Rec/Trans	D	664.2		TOOL RM	664.2	EA	19-Oct-18
221476	Wrench, Torque, 3/4 dr, 100 - 600 ft/lb	D	666.5		TOOL RM	666.5	EA	19-Oct-18
104279	Bender, Conduit, Mechanical, 1/2 - 3/4 - 1	D	675		TOOL RM	675	EA	19-Oct-18
301676	Meter, Megohmmeter, Hand Crank, 1000 volt	D	683.58		TOOL RM	683.58	EA	19-Oct-18
301757	Pump, Electric, Submersible, 110 volt, 2 inch	D	736.62		TOOL RM	736.62	EA	19-Oct-18
4611-2746	Stanley-Bostitch Hog Ring Gun	D	738.3	INS SHOP	TOOL RM	738.3	EA	19-Oct-18
345539	Jack, Crane/Boom, Hydraulic, 1/2 ton	D	749.44		TOOL RM	749.44	EA	19-Oct-18
1005620	Come-A-Long, 3/4 ton, 10 ft Chain, Overload Protection	D	750.91	RIGGING	TOOL RM	750.91	EA	19-Oct-18
4611-565	Table, Bending	D	755.98		TOOL RM	755.98	EA	19-Oct-18
4611-566	Table, Bending	D	755.98		TOOL RM	755.98	EA	19-Oct-18
1012423	Saw, Gas, Cut-Off	D	765.5		TOOL RM	765.5	EA	19-Oct-18
1012424	Saw, Gas, Cut-Off	D	765.5	CIVIL	TOOL RM	765.5	EA	19-Oct-18
302557	Vacuum, Wet/Dry with Squeegee	D	803.55		TOOL RM	803.55	EA	19-Oct-18
1006449	Clamp, Beam, Adjustable with Rollers, 3 ton	D	813	RIGGING	TOOL RM	813	EA	19-Oct-18
1005594	Chainfall, 2 ton, 10 ft Chain, Overload Protection	D	813.44	RIGGING	TOOL RM	813.44	EA	19-Oct-18
1005595	Chainfall, 2 ton, 10 ft Chain, Overload Protection	D	813.44	RIGGING	TOOL RM	813.44	EA	19-Oct-18
CB02	Bit, Core, 6 inch	D	845.65		TOOL RM	845.65	EA	19-Oct-18
4611-611	Bit, Core, 6 inch	D	845.65	TOOL RM	TOOL RM	845.65	EA	19-Oct-18
4611-627	Pump, Test, Hydrostatic	D	855.25		TOOL RM	855.25	EA	19-Oct-18
4611-620	Level, Master	D	875.98		TOOL RM	875.98	EA	19-Oct-18
400804	Saw, Gas, Cut-Off walkbehind	D	899.95	CIVIL	TOOL RM	899.95	EA	19-Oct-18
4611-2628	Vessel Entry Kit - 1	D	900	TOOL RM	TOOL RM	900	EA	19-Oct-18
4611-2629	Vessel Entry Kit - 2	D	900	TOOL RM	TOOL RM	900	EA	19-Oct-18
4611-2630	Vessel Entry Kit - 3	D	900	TOOL RM	TOOL RM	900	EA	19-Oct-18
4611-2631	Vessel Entry Kit - 4	D	900	TOOL RM	TOOL RM	900	EA	19-Oct-18
329110	Tester, Ground, Resistance 0.5 - 500 ohms	D	912.6		TOOL RM	912.6	EA	19-Oct-18
311304	Machine, Beveling, 8 - 12	D	984.15		TOOL RM	984.15	EA	19-Oct-18
4611-648	Bit, Core, 8 inch	D	985.55	TOOL RM	TOOL RM	985.55	EA	19-Oct-18
220480	Drive, Electric, Power, Rigid 700	D	1000		TOOL RM	1000	EA	19-Oct-18

EXECUTION VERSION

tool_id	Description	type	new_cost	pri_loc	alt_loc	avg_cost	ium	lastcounted
230712	Drive, Electric, Power, Rigid 700	D	1000		TOOL RM	1000	EA	19-Oct-18
96091	Bender, Conduit, Mechanical, 1-1/4 - 1-1/2	D	1040		TOOL RM	1040	EA	19-Oct-18
302093	Saw, Electric, Bandsaw, 7 inch, Horizontal/Verticle	D	1121.3	E&I SHP	TOOL RM	1121.3	EA	19-Oct-18
313388	Drill, Electric, Magnetic, 7/16 - 1-1/2	D	1198.4	FAB SHOP	TOOL RM	1198.4	EA	19-Oct-18
1011565	Grinder, Electric, Tungsten	D	1250		TOOL RM	1250	EA	19-Oct-18
292489	Level, Survey, Automatic	D	1350		TOOL RM	1350	EA	19-Oct-18
292549	Level, Survey, Automatic	D	1350		TOOL RM	1350	EA	19-Oct-18
13606	Pump, Hydraulic for Hy-Press (Thom & Betts)	D	1500		TOOL RM	224.75	EA	19-Oct-18
4611-2742	Sewing Machine, Heavy Duty	D	1500	INS SHP	TOOL RM	1500	EA	19-Oct-18
4611-2743	Sewing Machine, Heavy Duty	D	1500	INS SHP	TOOL RM	1500	EA	19-Oct-18
4611-2744	Sewing Machine, Heavy Duty, Hand Held	D	1500	INS SHP	TOOL RM	1500	EA	19-Oct-18
223953	Bender, Conduit, Mechanical, 1-1/4 - 1-1/2	D	1697.93	E&I SHP	TOOL RM	1697.93	EA	19-Oct-18
324841	Drive Unit, Track Torch	D	1760	FAB SHOP	TOOL RM	1760	EA	19-Oct-18
301687	Multiplier, Torque Wrench, 1/2 dr, 4:1	D	1812.24		TOOL RM	1812.24	EA	19-Oct-18
030107	Head, Crimping, For Hy-Press Pump (Thomas & Betts)	D	1850	ELEC SHP	TOOL RM	1500	EA	19-Oct-18
4611-2665	Machine, Sewing, Industrial	D	2000	INS SHOP	TOOL RM	2000	EA	19-Oct-18
4611-2666	Machine, Sewing, Industrial	D	2000	INS SHOP	TOOL RM	2000	EA	19-Oct-18
4611-2745	Amprobe AT-3000 PRO, Underground Wire & Pipe Tracer, 2 Piece	D	2106.17	FIRELINE	TOOL RM	2106.17	EA	19-Oct-18
302861	Crimper, Tubing, Pro Press System, 1/2 - 2	D	2249	CRY ELEC	TOOL RM	2249	EA	19-Oct-18
4611-2730	Drill, Coring with Stand	D	2285.11	TOOL RM	TOOL RM	2285.11	EA	19-Oct-18
4611-2600	Calibrator, Primary Asbestos Air Sampling	D	2899.99	INS SHOP	TOOL RM	2899.99	EA	19-Oct-18
345496	Saw, Electric, Table, 12 inch, Tilting Arbor	D	2997.92	CARP SHP	TOOL RM	2997.92	EA	19-Oct-18
4611-2584	Welding Machine, Electric, MIG	D	2997.97	STORAGE	TOOL RM	2997.97	EA	19-Oct-18
4611-2511	Welding Machine, Electric, Dial-Arc 250	D	2998.87	PNT SHP	TOOL RM	2998.87	EA	19-Oct-18
4611-2512	Welding Machine, Electric, Dial-Arc 250	D	2998.87	STORAGE	TOOL RM	2998.87	EA	19-Oct-18
4611-2513	Welding Machine, Electric, Dial-Arc 250	D	2998.87	STORAGE	TOOL RM	2998.87	EA	19-Oct-18
802448	Drill Press, Electric, 20 inch Variable Speed, Floor Mount	D	3234.84	FAB SHOP	TOOL RM	3234.84	EA	19-Oct-18
903220	Welding Machine, Electric	D	3255.75	FAB SHOP	TOOL RM	3255.75	EA	19-Oct-18
301750	Pump, Electric, Hydraulic, 10,000 PSI	D	3303.72	ELEC SHP	TOOL RM	3303.72	EA	19-Oct-18
220849	Threading Machine, Rigid 535	D	3737.88	FIRELINE	TOOL RM	3737.88	EA	19-Oct-18
348568	Threading Machine, Rigid 535	D	3737.88	SON SHP	TOOL RM	3737.88	EA	19-Oct-18
316147	Cutter, Plasma-Arc, Portable	D	4297.88		TOOL RM	4297.88	EA	19-Oct-18
4611-1250	Puller, Wire, Kit	D	4386	ELEC SHP	TOOL RM	4386	EA	19-Oct-18
302228	Bender, Conduit, Electric, 1/2 - 2	D	4941.92	CRY ELEC	TOOL RM	4941.92	EA	19-Oct-18
200920	Tugger, Electric, Cable, Super	D	5138.64	E&I SHP	TOOL RM	5138.64	EA	19-Oct-18
804894	Lasher, Cable with Chest	D	5497.68	ELEC SHP	TOOL RM	5497.68	EA	19-Oct-18
900577	Welding Machine, Propane, 250 AC/DC	D	6593.78		TOOL RM	6593.78	EA	19-Oct-18
347514	Welding Machine, Propane, 250 AC/DC	D	6593.78	RAILROAD	TOOL RM	6593.78	EA	19-Oct-18
344988	Welding Machine, Propane, 250 AC/DC	D	6593.78		TOOL RM	6593.78	EA	19-Oct-18
902408	Welding Machine, Syncrowave 357 with Miller Coolmate	D	7697.97	FAB SHOP	TOOL RM	7697.97	EA	19-Oct-18
344116	Stand, Wire Reel, 120 x 72, 2000 lb	D	9680.15	COMP E/I	TOOL RM	9680.15	EA	19-Oct-18
341388	Saw, Electric Bandsaw with Swivel Head	D	13446	FAB SHOP	TOOL RM	13446	EA	19-Oct-18
			210621.39					

EXECUTION VERSION

Exhibit 2.1(a)(ix)
Transferred Contracts

1. Redacted, effective December 22, 2010, by and between Seller and 3M Company, as amended.

2. Redacted, dated as of December 22, 2016, by and between Seller and 3M Company, as amended.

3. Redacted, effective August 27, 2010, by and between Seller and Berry, as amended.

4. Redacted, effective August 27, 2010, by and between Seller and Berry, as amended.

5. Redacted, effective August 27, 2010, by and between Seller and Berry, as amended.

6. Redacted, effective December 15, 1986, by and between Seller and Berry, as amended.

7. Redacted, dated as of April 12, 2011, by and between Seller and Berry (successor in interest to Old Hickory Steamworks, LLC), as amended.

8. Redacted, dated as of April 12, 2011, by and between Seller and Berry (successor in interest to Old Hickory Steamworks, LLC), as amended.

9. Redacted, dated as of April 12, 2017, by and between Seller and Berry, as amended.

10. Redacted Redacted

Exhibit 2.1(a)(x)
Transferred Permits

1. The NPDES Permit, referenced by Permit Number TN0002259.
2. License for the Filtered Water Plant Operation, for supply of Potable Water, from Redacted
3. Sanitary Sewer Discharge Permitting, through Nashville Metro Water and Redacted
4. Tennessee Multi-Sector Permit for Storm Water.

Exhibit 2.1(a)(xi)
Transferred Easements

1. **W912P5-2-08-0245** – Road and protective ditch

2. **DACW 62-2-77-120 and W912P5-2-07-0261**– Eight aerial pipelines, 3-6" in size; electric powerline; 2 underground water discharges 30" and 36"; 8" pipeline on sleepers; access walkway to dock; security fence; 6 floodlight poles; 27' TV surveillance tower and related facilities; 2 fire monitor guns; six 2" spill containment removal pipelines. "This easement remains active for unloading barges and discharge of industrial wastewater covered under NPDES Permit No. TN0002259."

3. **DACW 62-2-11-0065** – 36" wood stave sewer pipeline

4. **DACW 62-2-69-61** – 24" reinforced concrete pipeline across government property

5. **DACW 62-2-84-34** – Two sewer lines

6. **DAW 62-90-293** – Easement granted to the Tennessee Natural Gas Company for a 22" natural gas line across government land

7. **W91 2P5-2-08-0245** - A tract of land containing a total of 0.22 of an acre, more or less, situate on the left descending bank of the Cumberland River, in the 4th Civil District of Davidson County, Tennessee.

8. **"Lock and Dam Deed"** - means the deed containing Seller's rights, interests and easements under the Deed referenced as "Old Hickory Lock and Dam Cumberland River, Tennessee Tracts Nos. A-140-1-2 and A-140-E", filed at the Register's Office, State of Tennessee, Davidson County on August 24, 1955 and Recorded in Book 244, page 608.

Exhibit 2.1(a)(xii)
Data Center and Telephone System

See attached PDF.

Exhibit 2.1(a)(xii) - Data Center & Telephone System

Site Water System Equipment List

July 2, 2019

Name	Location
Modular Data Center & Telephone System	
LAN EQUIPMENT	Modular Data Center
LAN WIRING (LAN/VOIP FIBER OPTIC)	Site
SWITCH-24 PORT LAN BASE-CISCO WS-C3560X-24P-L	Power House Computer Room
SWITCH-24 PORT LAN BASE-CISCO WS-C3560X-24P-L	Fire Hall
SWITCH-24 PORT LAN BASE-CISCO WS-C3560X-24P-L	Filter Plant
SWITCH-24 PORT LAN BASE-CISCO WS-C3560X-24P-L	Main Gate Guardhouse
SWITCH-24 PORT LAN BASE-CISCO WS-C3560X-24P-L	Contractor Gate Trailer
SWITCH-24 PORT LAN BASE-CISCO WS-C3560X-24P-L	Power House Offices Network Closet
SWITCH-24 PORT LAN BASE-CISCO WS-C3560X-24P-L	WWTP Control Room
GREAT LAKES TELECOMM CABINETS - TWO(2)	Modular Data Center
SERVER CABINET INCLUDING RACK MOUNT UPS	Modular Data Center
SWITCH-12 PORT LAN NETWORK-CISCO WS-C3750X-12S-S	Modular Data Center
SWITCH-24 PORT LAN NETWORK-CISCO WS-C3650X-24TS-E	Modular Data Center

LIEBERT POWER CENTER - 15KVA	Modular Data Center
PCN Firewall	Modular Data Center
FM200 FIRE SUPPRESSION SYSTEM	Modular Data Center
FM200 FIRE SUPPRESSION SYSTEM WIRING	Modular Data Center
ALARM RELAY PANEL	Modular Data Center
MODULAR DATA CENTER BUILDING	Modular Data Center
TRANSFORMER-15 KVA	Modular Data Center
TELEPHONE SYSTEM EQUIPMENT	Site
TELEPHONE SYSTEM WIRING	Site
TELEPHONE SYSTEM EQUIPMENT - VOIP AND ANALOG	Site
TELEPHONE SYSTEM WIRING - VOIP AND ANALOG	Site
PP#2 Phone Cable	Site
CONTINUUM GATE ACCESS SYSTEM (INCLUDES TWO(2) DESKTOP COMPUTERS IN THE MODULAR DATA CENTER AND ONE(1) ADDITIONAL COMPUTER IN THE MAIN GATE GUARDHOUSE)	Modular Data Center/Main Gate
MAIN GATE REGISTER SYSTEM - WEIGHT TRONICS	Main Gate/Truck Scale
R720 DELL SERVER - 35GLW12 (OHRD1.DUPONTNET.NET)	Modular Data Center
2850 DELL SERVER (OHRS12B)	Modular Data Center
OMN SERVERS (3)	WWTP Control Room
DELL TAPE BACKUP TS3100	Modular Data Center

Exhibit 2.1(a)(xiii)
Chilled Water Assets

See attached PDF.

Exhibit 2.1(a)(xiii) - Chilled Water Assets	
Site Water System Equipment List	
July 2, 2019	
Name	**Location**
Chilled Water	
20" Chilled Water Supply Line & Instrumentation (Berry Global to PH#1 - Approx. 480')	Utility Piping Easement #1
20" Chilled Water Return Line & Instrumentation (PH#1 to Berry Global - Approx. 480')	Utility Piping Easement #1
20" Chilled Water Supply Line (PH#1 Main Supply Header - Approx. 120')	Power House #1
20" Chilled Water Return Line (PH#1 Main Return Header - Approx. 120')	Power House #1
10" Chilled Water Supply Line (PH#1 to Cumberland Bldg. - Approx. 40')	Power House #1
12" Chilled Water Supply Line (PH#1 to Cumberland Bldg. - Approx. 30')	Power House #1
12" Chilled Water Supply Line (PH#1 to Cumberland Bldg. - Approx. 10')	Utility Piping Easement #3
6" Chilled Water Supply Line (PH#1 to Cumberland Bldg. - Approx. 865')	Utility Piping Easement #2
8" Chilled Water Supply Line (PH#1 to Cumberland Bldg. - Approx. 865')	Utility Piping Easement #2
10" Chilled Water Return Line (PH#1 to Pumps from Cumberland Bldg. - Approx. 120')	Power House #1

10" Chilled Water Return Line (PH#1 Pumps to Main Return Header - Approx. 100')	Power House #1
10" Chilled Water Return Line (Cumberland Bldg. to PH#1 - Approx. 60')	Utility Piping Easement #3
6" Chilled Water Return Line (Cumberland Bldg. to PH#1 - Approx. 70')	Utility Piping Easement #3
8" Chilled Water Return Line (Cumberland Bldg. to PH#1 - Approx. 70')	Utility Piping Easement #3
6" Chilled Water Return Line (Cumberland Bldg. to PH#1 - Approx. 865')	Utility Piping Easement #2
8" Chilled Water Return Line (Cumberland Bldg. to PH#1 - Approx. 865')	Utility Piping Easement #2
10" Chilled Water Supply Line (PH#1 to Sontara - Approx. 6')	Power House #1
10" Chilled Water Supply Line & Instrumentation (PH#1 to Sontara - Approx. 940')	Utility Piping Easement #1
10" Chilled Water Return Line (Sontara to PH#1 - Approx. 960')	Utility Piping Easement #1
10" Chilled Water Return Line (Sontara to PH#1 - Approx. 20')	Power House #1
Instrumentation (1966)	Utility Piping Easement #1
Instrumentation Addition - Project W-5024 (2012)	Utility Piping Easement #1
Instrumentation Addition - Project W-5024 Engineering (2012)	Utility Piping Easement #1
DuPont Investment to Support Central Utility Plant Modifications to Chilled Water System at Berry Global to allow supplying DuPont Chilled Water and Receiving Chilled Water from DuPont including 420' of 12" Chilled Water Return piping, misc. piping spools, and equipment.	Berry Global

Exhibit 2.1(a)(xiv)
Security Assets

See attached PDF.

Exhibit 2.1(a)(xiv) - Security Assets	
Site Water System Equipment List	
July 2, 2019	
Name	**Location**
Site Security	
Main Gate Guardhouse including the Site Security Center	DuPont Main Entrance
Truck Scale	DuPont Main Entrance
Gate Control System & Gateway Display	DuPont Main Entrance & Contractor Gate Entrance
TV Communications Network	DuPont Main Entrance
Contractor's Gate Guardhouse	Contractor Gate Entrance

Exhibit 2.1(a)(xv)
Miscellaneous Parts and Materials

See attached PDF.

Exhibit 2.1(a)(xv) - Misc. Parts & Materials	
Site Water System Equipment List	
July 2, 2019	
Name	**Location**
Misc. Parts & Materials	
Emerson Relief Valve for Steam System (Not Recv'd Yet)	TBD
Fisher 6" Steam Valve	Site Services Office Bldg. - Maintenance Shop
650 Gallon Condensate Tank	Site Services Office Bldg. - Outside Storage Area
Lot of Piping, Flanges, Fittings, Gate Valves, Pipe Hangers, Tubing, Traps, Gaskets, etc. for low Pressure Steam System	Site Services Aux. Bldg.
Lot of Support Steel for Steam Piping	Site Services Aux. Bldg.
Lot of Pipe Insulation for Low Pressure Steam System	Upper T-Pure Bldg.
Spare River Intake 20" Gate Valve	Upper T-Pure Bldg.
Spare River Intake 700 HP Motor	River Intake
Spare River Intake Control Relay	Site Services Office Bldg. - Maintenance Shop

Oil for River Intake Motors - two(2) 55 Gallon Drums	Site Services Office Bldg. - Maintenance Shop
Two(2) Brenn Floc Injection Well Needles	Site Services Office Bldg. - Maintenance Shop
Six(6) Vitolic Couplings and Three(3) 24" Pipe Gaskets	Power House #1 Basement
100 Feet of Chain for Flocculators	Filter Plant - Upper Hall
Sedimentation Basin Parts: two(2) Gear Boxes, Seven(7) Basin Paddle Bearings, two(2) Flocculator Gearboxes	Site Services Office Bldg. - Maintenance Shop
Two(2) Flocculator Motors	Filter Plant
Two(2) Ball Bearing Couplings for Sand Filter Surface Wash	Site Services Office Bldg. - Maintenance Shop
Two(2) Influent Gate Valves	Upper T-Pure Bldg.
One(1) Turbidity Meter	Filter Plant
Seven(7) Cylinders for Influent	Power House #1
One(1) Turbidity Panel	Site Services Office Bldg. - Maintenance Shop
Five(5) Rebuild Kits for Prominent Prs. Regulator	Site Services Office Bldg. - Maintenance Shop
One(1) Chlorine Probe and One(1) PH Probe for Bleach System	Filter Plant Office
Two(2) Spare Prominent Pumps	Filter Plant
Six(6) Rebuild Kits for Bleach System Pumps	Filter Plant
One(1) Prominent Regulator (Brenn Floc System)	Basement
Two(2) Spare Pumps (Brenn Floc System)	Filter Plant - Lower Hall
Six(6) Rebuild Kits for Brenn Floc System Pumps and One(1) Sink Pump	Filter Plant
One(1) Land Line and Two(2) Flow Transmitters (Brenn Floc System)	Site Services Office Bldg. - Maintenance Shop

One(1) Rebuild Kit for Back Flow Preventers (Brenn Floc System)	Waste Treatment - Maintenance Area
One(1) IT Switch for New Logics System	Waste Treatment
One(1) Logics Control PLC	Waste Treatment
One(1) Touch Screen for New Logics System	Waste Treatment
Two(2) Backwash Rebuild Kits for Valves	Site Services Office Bldg. - Closet
One(1) Transmitter (Filters 29, 30, and 31)	Site Services Office Bldg. - Maintenance Shop
One(1) Transmitter (Filters 21 thru 28)	Site Services Office Bldg. - Maintenance Shop
Two(2) Rebuild Kits for 8" and 4" Water Valves	Site Services Office Bldg. - Maintenance Shop
One(1) Sediment Base Pump to Sink	Filter Plant Office
Eight(8) LED Lights	Filter Plant - Basement
Eight(8) LED Lights (4 ft)	Site Services Office Bldg. - Maintenance Shop
One(1) Rebuild Kit for Weil 2223 Splitter Box	Waste Treatment - Maintenance Area
One(1) Ultra Sonic Leel Transmitter (Outfall)	Waste Treatment - Maintenance Area
One(1) Butterfly Valve (Fire Water System)	Site Services Office Bldg. - Maintenance Shop
Two(2) Back Flows for Fire Hose Hook Up	Filter Plant
One(1) Motor for Pumping Station (Sanitary Sewer)	Site Services Office Bldg. - Maintenance Shop
One(1) Spare Pump and Motor - Crystar (Sanitary Sewer)	Upper T-Pure Bldg.

One(1) Control Panel for Metro Sampler (Sanitary Sewer)	Site Services Office Bldg. - Maintenance Shop
One(1) Rebuild Kit for Weil Pumps at Old 08 Warehouse (Sanitary Sewer)	Waste Treatment - Maintenance Area
One(1) Transmitter for Contingency Basin (Storm Sewer)	Site Services Office Bldg. - Maintenance Shop
Two(2) Spare Motors (Storm Sewer)	Site Services Office Bldg. - Maintenance Shop
Three(3) Boards for Fire Alarm Panel	Site Services Office Bldg. - Maintenance Shop
Lot of Misc. Underground Piping, Fittings, etc. (Fire Water)	Upper T-Pure Bldg. (Outside South Fence)
Two(2) Spare Pumps (Cumberland Building Lab Pumping Station)	Site Services Office Bldg. - Maintenance Shop
Two(2) Spare Chilled Water Transmitters	Site Services Office Bldg. - Maintenance Shop
Two(2) Spare 175# Steam Transmitters	Site Services Office Bldg. - Maintenance Shop

Exhibit 2.2
Allocation of Purchase Price

Redacted	[redacted]
Red	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
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[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Exhibit 5.7(a)
Operation of the Purchased Assets (Software)

Seller will coordinate with Buyer to schedule in advance and transition of any IT services to be in alignment with Buyer to mitigate interruption of IT services, while services are transferred to Buyer or new service is established by Buyer. The separation of any leased or purchased assets not included in the purchase from Seller would be removed from the site within 48 hours of the Effective Date and coordinated with Buyer. Any IT assets being transitioned would be transitioned by Seller with assistance from Buyer to move computers to Buyer's domain while removing them from their existing domain before transitioning to Buyer.

Exhibit 5.7(c)
Operation of the Purchased Assets (Retention Pond Restrictions)

Redacted

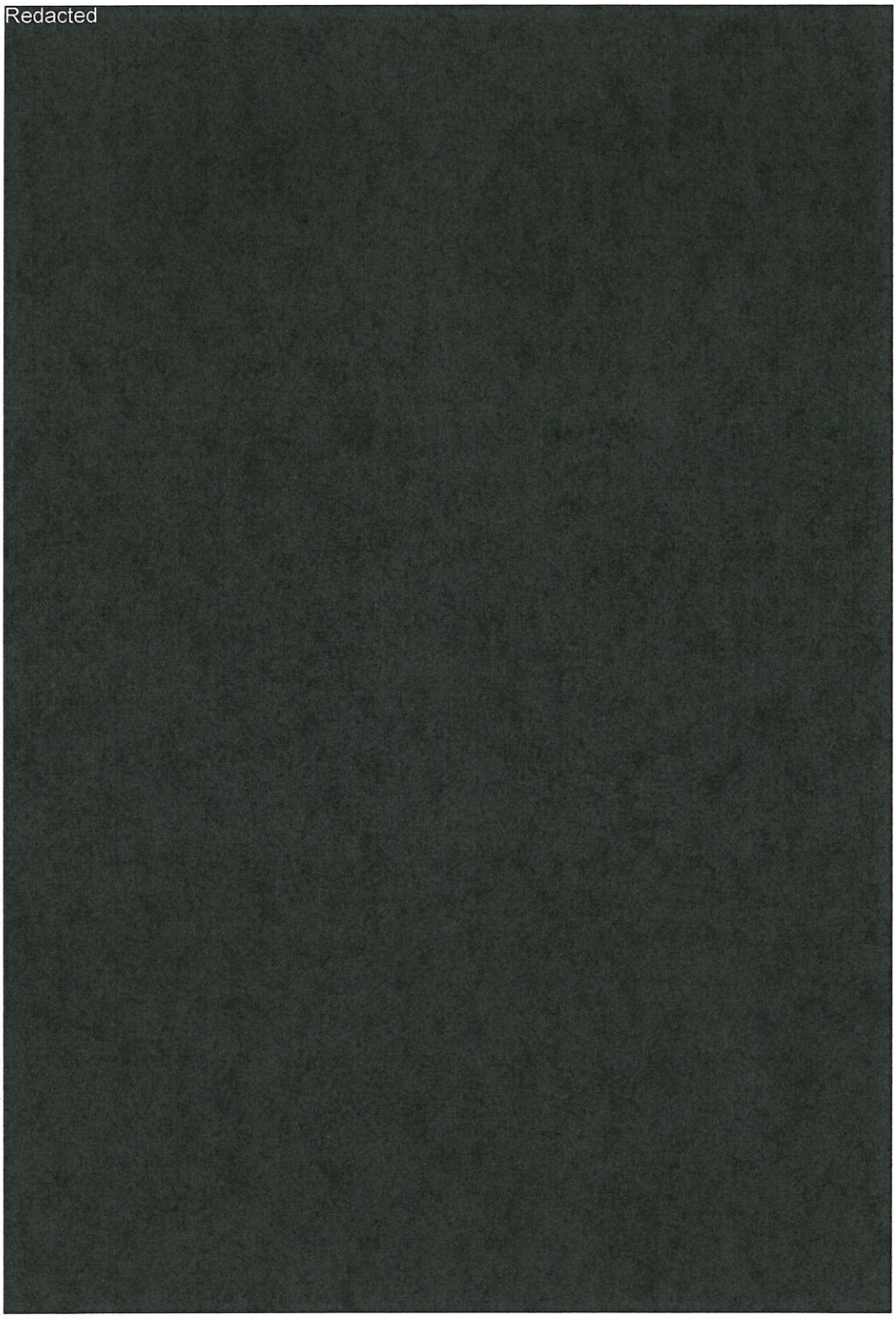

Redacted

Exhibit 5.11(c)
Employee Matters – Monthly Bonus

Monthly Bonus per OH Employee: Redacted

Methodology for Monthly Bonus per OH Employee

[redacted]

Exhibit 5.18
Investigation NDA

Exhibit 6.2(b)
Buyer Officer's Certificate

BUYER OFFICER'S CERTIFICATE

Sontara Old Hickory, Inc. (f/k/a Jacob Holm Opco Inc.), a Delaware corporation (***"Buyer"***), pursuant to Section 6.2(b) of that certain Asset Purchase and Sale Agreement (as amended, the ***"Agreement"***) dated as of August 6, 2019 by and between DuPont Specialty Products USA, LLC, a Delaware limited liability company (***"Seller"***) and Buyer, does hereby certify as follows:

1. The representations and warranties of Buyer set forth in Sections 4.1, 4.2 and 4.4 of the Agreement are true and correct in all material respects as of the date hereof (in the case of any representation or warranty not qualified by materiality) or true and correct in all respects as of the date hereof (in the case of any representation or warranty qualified by materiality); provided, however, that to the extent such representations and warranties expressly relate to an earlier date, such representations and warranties were true and correct in all material respects as of such earlier date (in the case of any representation or warranty not qualified by materiality) or true and correct in all respects as of such earlier date (in the case of any representation or warranty qualified by materiality).

2. Buyer has performed and complied with, in all material respects (considered individually and collectively), all of its covenants and obligations required to be performed by it under the Agreement at or prior to the date hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this Buyer Officer's Certificate as of the [●] day of[●], 2019.

SONTARA OLD HICKORY, INC.

By:_____
Name:_____
Title:_____

Exhibit 6.2(d)
Forms of Transfer

OUTGOING LETTERHEAD

TODAY'S DATE

DEPARTMENT OF THE ARMY
USACE, NASHVILLE DISTRICT
110, 9TH AVE SOUTH, ROOM A-405
ATTN: RE-M
NASHVILLE, TENNESSEE 37203

Re: **Assignment of Easements**

Dear Sir or Ma'am:

DUPONT SPECIALTY PRODUCTS USA, LLC has entered into a Purchase Agreement with _____ as of ____DATE____ Under the terms of the Purchase Agreement, DUPONT SPECIALTY PRODUCTS USA, LLC has agreed to transfer and assign to _____all of the assets comprising its _____. Among the assets to be assigned to _____ are DUPONT SPECIALTY PRODUCTS USA, LLC rights and obligations under its easement with the Department of the Army. This letter requests your consent to the assignment of the following easements to _____:

- Easement No. DACW62-___-___-_____ for List what easement is for, located on Old Hickory Lock and Dam Project, Nashville District, _____County, Tennessee, Tracts _____ upon _____ acres, Date of Easement, between Department of the Army and DUPONT SPECIALTY PRODUCTS USA, LLC

The assignment of the Easements to _____ will be effective as of the date of the closing of the transactions contemplated under the Purchase Agreement (Closing Date), which the parties currently anticipate will be on _____. As of the Closing date and in accordance with the Purchase Agreement, _____, will be bound by and shall assume and discharge all of DUPONT SPECIALTY PRODUCTS USA, LLC obligations under the easements related to the period from and after the closing date and _____ will remain responsible for all liabilities and obligations under the Easements related to the period prior to the Closing Date.

Exhibit 6.5
Consents

1. The Consent of Berry to the assignment of the contracts listed on **Exhibit 2.1(a)(ix)** to which it is a party and the waiver by Berry of all rights to purchase, acquire, or otherwise make an offer to purchase, acquire, or lease the applicable assets pursuant to the terms of the contracts listed on **Exhibit 2.1(a)(ix)** to which it is a party.

2. The Consent of 3M Company to the assignment of the contract listed on **Exhibit 2.1(a)(ix)** to which it is a party and the waiver by 3M Company of all rights (including any future rights) to purchase, acquire, lease, or otherwise make an offer to purchase or acquire the applicable assets pursuant to the terms of the contract listed on **Exhibit 2.1(a)(ix)** to which it is a party.

3. Any Consent or Authorization required with respect to Transferred Easements and Transferred Permits.

4. Approval of, and granting of, a Certificate of Public Convenience and Necessity from the Tennessee Public Utilities Commission.

Exhibit 7.2(b)
Seller Officer's Certificate

SELLER OFFICER'S CERTIFICATE

DuPont Specialty Products USA, LLC, a Delaware limited liability company (***"Seller"***), pursuant to Section 7.2(b) of that certain Asset Purchase and Sale Agreement (as amended, the ***"Agreement"***) dated as of August 6, 2019 by and between Seller and Sontara Old Hickory, Inc. (f/k/a Jacob Holm Opco Inc.), a Delaware corporation (***"Buyer"***), does hereby certify as follows:

1. The representations and warranties of Seller set forth in Sections 3.1, 3.2 and 3.3 of the Agreement are true and correct in all material respects as of the date hereof (in the case of any representation or warranty not qualified by materiality) or true and correct in all respects as of the date hereof (in the case of any representation or warranty qualified by materiality); provided, however, that to the extent such representations and warranties expressly relate to an earlier date, such representations and warranties were true and correct in all material respects as of such earlier date (in the case of any representation or warranty not qualified by materiality) or true and correct in all respects as of such earlier date (in the case of any representation or warranty qualified by materiality).

2. Seller has performed and complied with, in all material respects (considered individually and collectively), all of its covenants and obligations required to be performed by it under the Agreement at or prior to the date hereof.

IN WITNESS WHEREOF, the undersigned has duly executed this Seller Officer's Certificate as of the [•] day of [•], 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By:_____
Name:_____
Title:_____

Exhibit 7.2(d)
Form of Deed

SPECIAL WARRANTY DEED	STATE OF TENNESSEE) COUNTY OF DAVIDSON) I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $_____. _____ Subscribed and sworn to before me this _____ day of _____, 2019. _____ Notary Public My Commission Expires: _____
THIS INSTRUMENT PREPARED BY Redacted, DuPont Specialty Products USA, LLC Chestnut Run Plaza 721/1278, 974 Centre Road, Wilmington, DE 19805	

Address New Owner(s) as follows:	**Send Tax Bills To:**	**Tax Map/Parcel IDs:**
	Same	A Portion of Map-Parcel No. []-to be confirmed

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company ("Grantor") has bargained and sold and does hereby transfer and convey unto _____, a _____ ("Grantee"), a certain tract of land located in Davidson County, Tennessee and described as follows (the "Property"):

See attached Exhibit A

any restrictions required by EID Safety Health and Environmental-still being determined

ALSO UNDER AND SUBJECT to the condition and restriction that in no event shall the property be used as a day care or child care facility or for residential purposes.

TO HAVE AND TO HOLD the Property, together with all the improvements, appurtenances and hereditaments thereunto belonging or in anywise appertaining, to the said Grantee, its successors and assigns, forever.

AND Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple and that it has good right to sell and convey the same.

AND Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise, subject however to the matters set forth on Exhibit B.

[Signatures on following page]

IN WITNESS WHEREOF, Grantor, DUPONT SPECIALTY PRODUCTS USA, LLC, by its duly authorized signatory, has hereunto set its hand and seal, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

DUPONT SPECIALTY PRODUCTS USA, LLC

..... By: _____ (SEAL)
Witness: Name: _____
Title: _____

* * * *

Exhibit "A"

Legal Description

Exhibit "B"

Permitted Exceptions

1. Taxes for the year 2019, not yet due and payable.
2. [Existing Easements Per Title]

EXHIBIT B

Jacob Holm®
MAGIC MEETS FABRIC

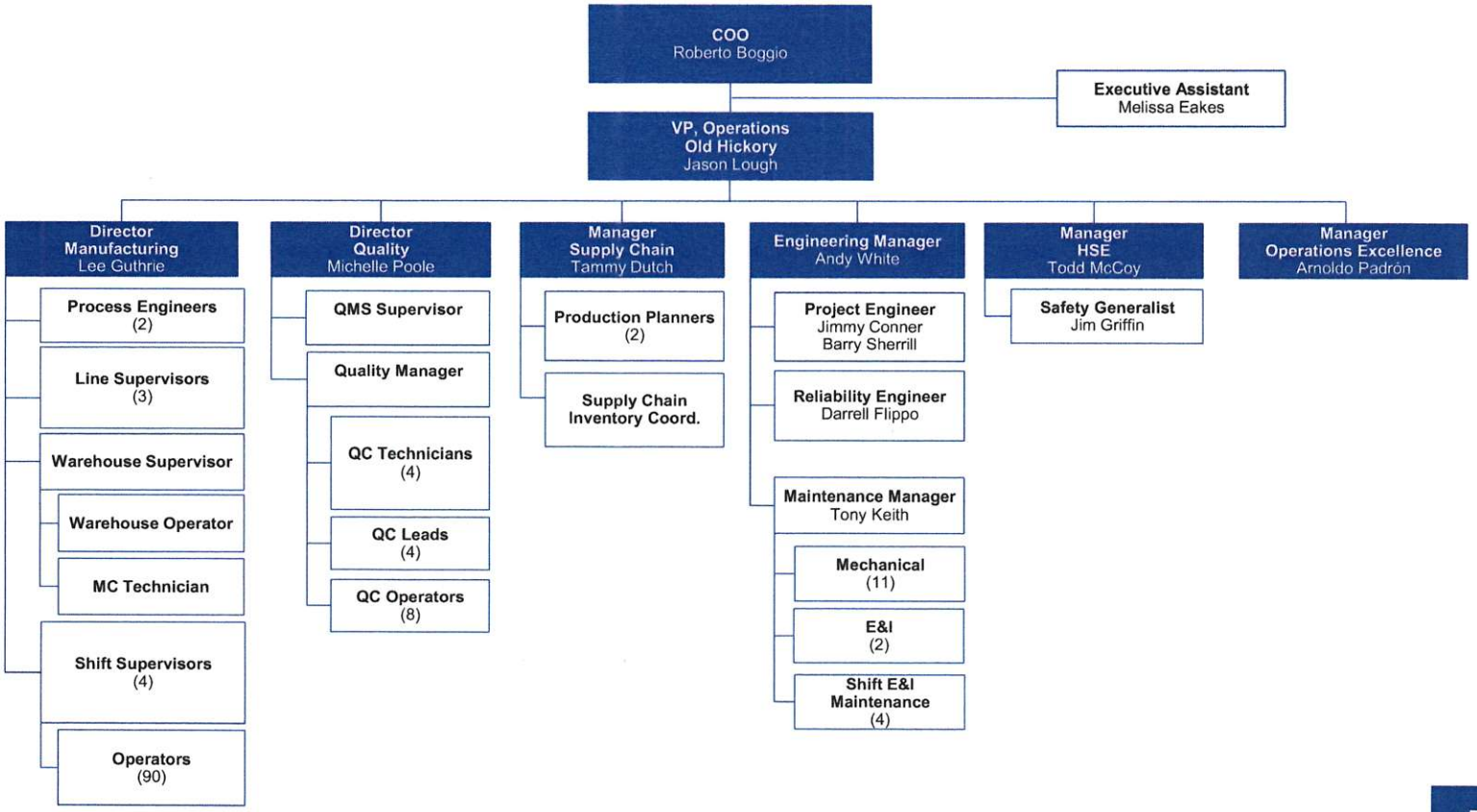
JACOB HOLM GROUP

Old Hickory Organization

May 2019

JACOB HOLM GROUP

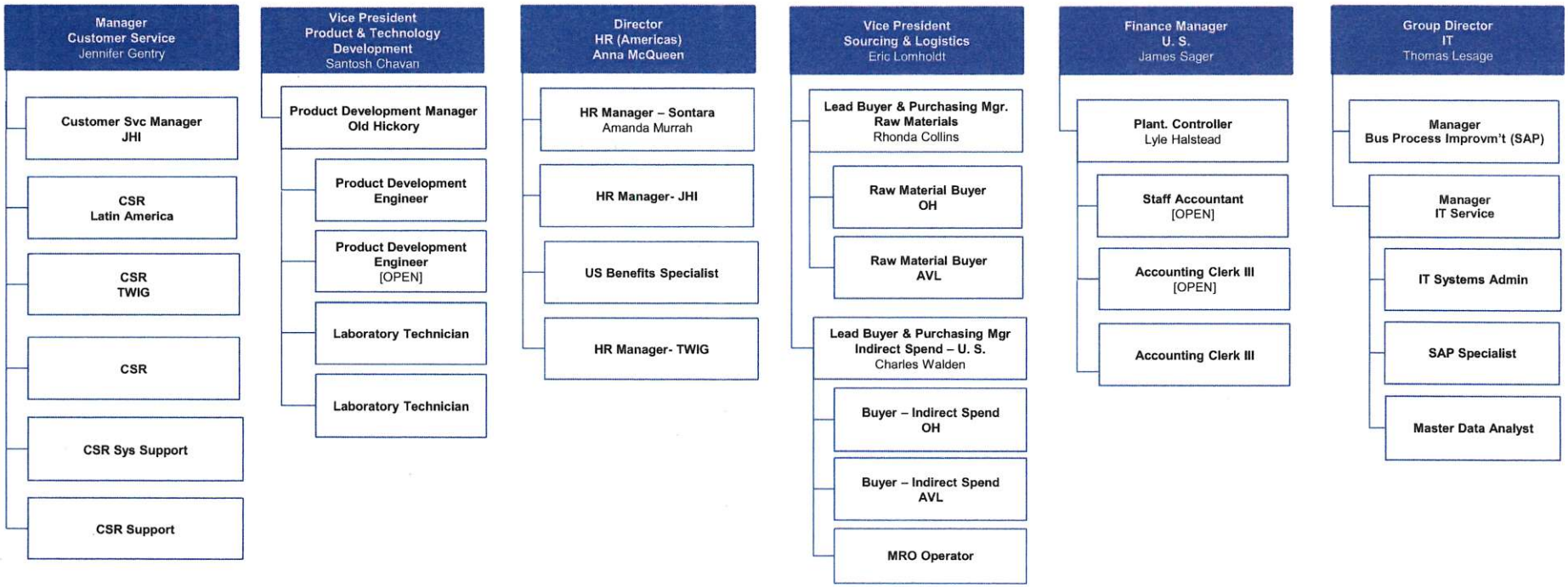
Org Chart – Operations



Jacob Holm

JACOB HOLM GROUP

Org Chart – Supporting Areas



Jacob Holm

Jacob Holm®
MAGIC MEETS FABRIC

EXHIBIT C

Company Summary

Sontara Old Hickory Inc.

Report Date: 2/12/2019

Address Information:

Address 1	Address 2	Web Site
326 Swinging Bridge Road Old Hickory, TN 37138 United States		http://www.sontara.com/
Phone: 615-847-6223 Fax:	Phone: Fax:	

General Information:

Basic Data

Jurisdiction Organized:	Delaware	Date Organized:	6/2/2014
Registered Agent:	Cogency Global Inc. (DE)	Registration Number:	5543519
Registered Agent Address:	850 New Burton Road Suite 201 Dover, DE 19904		
Ann. Mtg. Description:	February of each year on a date to be determined by the Board	Ann. Mtg. Month:	February
Legal Existence Date:			

Description

Company Type:	Corporation		
Business Purpose:	Manufacture of Sontara nonwovens		
Tax Status:	For Profit	Public Company:	No
Legal Status:	Active		

Identity

Tax ID Number:	47-1028391		
Fiscal Year:	12/31	Tax Year:	12/31
County:	Davidson	SIC Code:	
DBA Name:			
Current # of Directors:	2	Current # of Officers:	4
Min. # of Directors:	1		
Max. # of Directors:	5		
Quorum # for Directors:			
Total Assets:			

Parent Company

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Subsidiary:	Yes		
Parent Company:	Jacob Holm & Sonner Holding A/S	Percent Owned:	100.00 %

Client

Client Number:	140171/140841
Client Name:	Sontara Old Hickory Inc.
Business Type:	Manufacturing
Responsible Office:	Charlotte

Current Officers:

Name	Title	Start Date	Term. Date	Address 1	Address 2
Jason Lough	Vice President and Chief Operating Officer	2/26/2016		326 Swinging Bridge Road Old Hickory, TN 37138 Email: jason.lough@jacob-holm.com	
Martin Mikkelsen	CEO & President	6/2/2014		Picassoplatz 8 Basel CH-4052 Switzerland Phone: 41 (61) 270 23 00 Email: martin.mikkelsen@jacob-holm.com	
James Sager	Secretary and USController	2/26/2016		1265 Sand Hill Road Candler, NC 28715 United States Phone: 828-670-0041 Email: James.Sager@jacob-holm.com	
Finn Schoening	Chief Financial Officer and Treasurer	6/2/2014		Picassoplatz 8 Basel CH-4052 Switzerland Phone: +41 (61) 270-2304 Email: finn.schoning@jacob-holm.com	

Current Directors:

Name	Type	Start Date	Term. Date	Address 1	Address 2
Martin Mikkelsen		6/2/2014		Picassoplatz 8 Basel CH-4052 Switzerland Phone: 41 (61) 270 23 00 Email: martin.mikkelsen@jacob-holm.com	
Finn Schoening		6/2/2014		Picassoplatz 8 Basel CH-4052 Switzerland Phone: +41 (61) 270-2304 Email: finn.schoning@jacob-holm.com	

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Other People:

Name	Type	Address 1	Address 2
Elizabeth A. Chapman	Internal Paralegal	Three Wells Fargo Center Parker Poe Adams & Bernstein LLP 401 South Tryon Street Suite 3000 Charlotte, NC 28202 United States Phone: 704-335-9855 Email: libbychapman@parkerpoe.com	
Albert E Guarnieri	Internal Attorney	Parker Poe Adams & Bernstien, LLP 401 South Tryon Street, Suite 3000 Charlotte, NC 28202 Phone: 704-335-9888 Email: alguarnieri@parkerpoe.com	
Finn Schoening	Contact	Picassoplatz 8 Basel CH-4052 Switzerland Phone: +41 (61) 270-2304 Email: finn.schoning@jacob-holm.com	
Peter Straub	Counsel	Picassoplatz 8 Basel CH-4052 Switzerland Phone: 41 61 270 2300 Email: peter.straub@jacob-holm.com	

Ownership Summary:

Type	Authorized	Outstanding	Options Outstanding	Principal	Treasury	Total Reserved	Available
Common	5,000.000	100.000	-	-	0.000	0.000	4,900.000

Ownership Ledger:

ID. No.	Type	Name	Date of Issuance	Basis of Issuance	Date of Disposition	Disposition	Outst.	Number
1	Common	Jacob Holm & Sonner Holding A/S	8/21/2014	Original Issue			Yes	100.000

Active Jurisdictions:

Jurisdiction	Domestic/ Foreign	Date Qualified	Annual Report Month	Next Annual Report Due	Registered Agent	Agent Address 1	Agent Address 2
Delaware	Domestic	6/2/2014	March	3/1/2020	Cogency Global Inc. (DE)	850 New Burton Road Suite 201 Dover, DE 19904	
Kentucky	Foreign	4/7/2015	June	6/1/2016	Cogency Global Inc. (KY)	828 Lane Allen Road Suite 219 Lexington, KY 37138	Revoked 10/1/2016
Tennessee	Foreign	7/14/2014	April	4/1/2019	Cogency Global Inc. (TN)	992 Davidson Street Nashville, TN 37205	

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Meetings:

Name	Type	Date	Held	Status	Description
Next annual meeting		2/28/2020	No	Next Meeting	
Annual meeting	Combined Written Consent	2/22/2019	Yes	Last Meeting	
Annual Meeting	Combined Written Consent	2/27/2015	Yes		
Annual meeting	Combined Written Consent	2/26/2016	Yes		
Annual meeting	Combined Written Consent	2/24/2017	Yes		
Annual meeting	Combined Written Consent	2/23/2018	Yes		

Former Names

Former Name	New Name	Start Date	Term. Date
Jacob Holm Opco Inc.	Sontara Old Hickory Inc.	10/23/2014	

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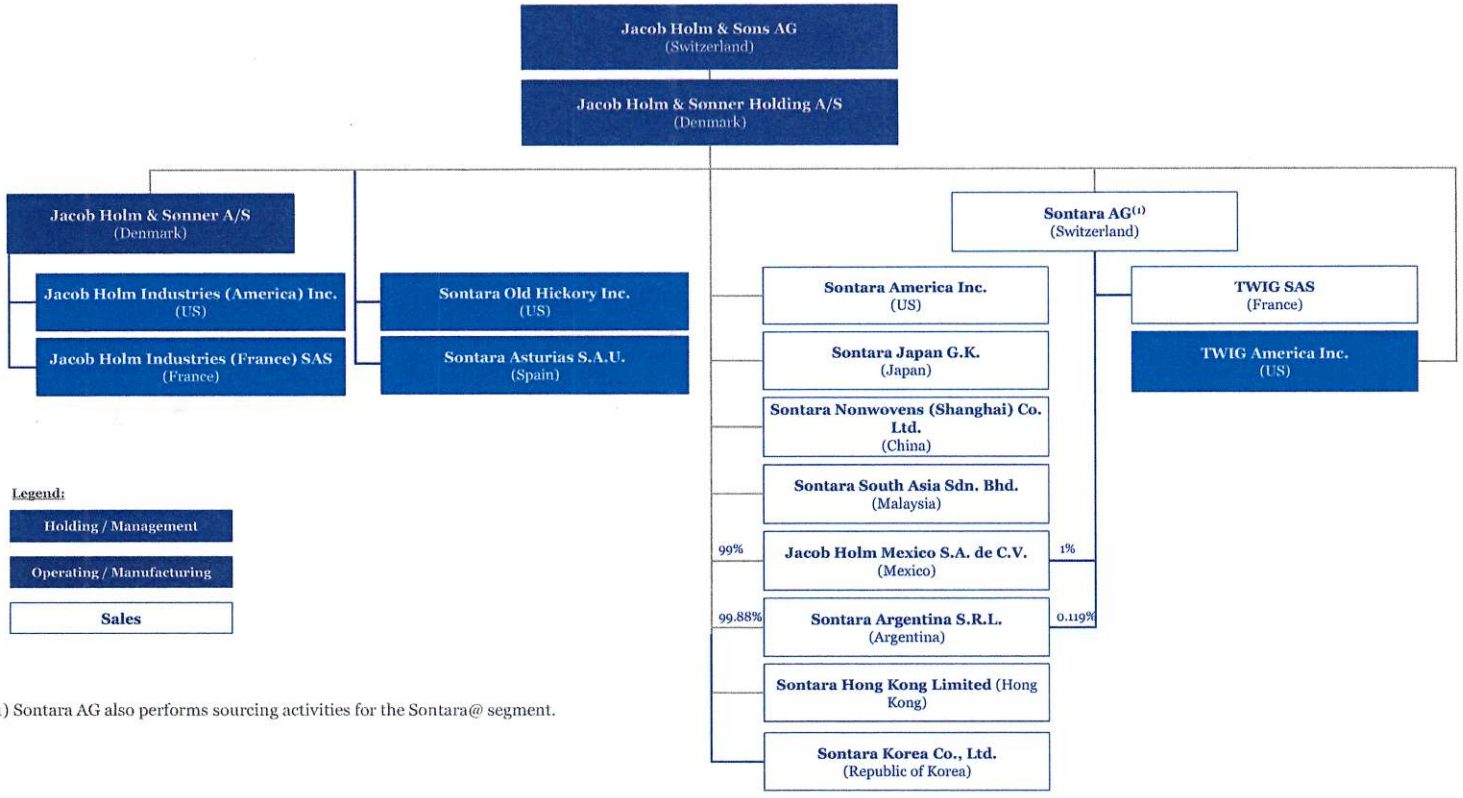
EXHIBIT D

Legal Structure of Jacob Holm Group



(1) Sontara AG also performs sourcing activities for the Sontara@ segment.

Jacob Holm

COLLECTIVE EXHIBIT E

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "JACOB HOLM OPCO INC.", CHANGING ITS NAME FROM "JACOB HOLM OPCO INC." TO "SONTARA OLD HICKORY INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF OCTOBER, A.D. 2014, AT 1:40 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

5543519 8100

141326885

AUTHENTICATION: 1805423

DATE: 10-23-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:44 PM 10/23/2014
FILED 01:40 PM 10/23/2014
SRV 141326885 - 5543519 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION
OF
JACOB HOLM OPCO INC.

JACOB HOLM OPCO INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Jacob Holm Opco Inc., by the unanimous consent of its members, filed with the minutes of the board, duly adopted resolutions setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that Article I of the Certificate of Incorporation is hereby deleted in its entirety and the following Article I is inserted in lieu thereof:

"The name of the Corporation is Sontara Old Hickory Inc."

SECOND: That thereafter, pursuant to resolutions of its Board of Directors, in lieu of a meeting and vote of the stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 21st day of October 2014.

JACOB HOLM OPCO INC.

By: [signature]
Name: Finn Schøning Martin Mikkelsen
Title: Treasurer President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "JACOB HOLM OPCO INC.", FILED IN THIS OFFICE ON THE SECOND DAY OF JUNE, A.D. 2014, AT 2:14 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

Jeffrey W. Bullock, Secretary of State

5543519 8100

AUTHENTICATION: 1416943

140784668

DATE: 06-02-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:17 PM 06/02/2014
FILED 02:14 PM 06/02/2014
SRV 140784668 - 5543519 FILE

CERTIFICATE OF INCORPORATION
OF
JACOB HOLM OPCO INC.

The undersigned, a natural person, for the purpose of organizing a corporation under the provisions and subject to the requirements of the General Corporation Law of the State of Delaware (the "DGCL"), does execute this Certificate of Incorporation and hereby certifies that:

1. The name of the corporation (hereinafter called the "Corporation") is **Jacob Holm Opco, Inc.**

2. The address of the registered office of the Corporation is in the State of Delaware is 615 South DuPont Highway, Dover, County of New Castle, Delaware, 19901. The name of the registered agent of the Corporation at such address is National Corporate Research, Ltd.

3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

4. The total number of shares of stock that the Corporation shall have authority to issue is 5,000 shares without par value. All such shares are of one class and are shares of Common Stock.

5. The name and mailing address of the incorporator are as follows:

Name:	Elizabeth A. Chapman
Address:	Parker Poe Adams & Bernstein LLP 401 South Tryon Street, Suite 3000 Charlotte, NC 28202

6. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

7. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the board of directors of the Corporation is expressly authorized to make, alter and repeal the bylaws of the Corporation, subject to the powers of the stockholders of the Corporation to alter or repeal any bylaw whether adopted by them or otherwise.

8. To the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended. Any modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

9. The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal the Certificate of Incorporation or any provision thereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon the stockholders, directors or any other persons whomsoever by and pursuant to the Certificate of Incorporation in its present form or as hereafter amended are conferred subject to such right.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set her hand, declaring and certifying under penalties of perjury that the foregoing instrument is her act and deed, this 2nd day of June 2014.

Elizabeth A. Chapman, Incorporator

AMENDED AND RESTATED BYLAWS
OF
JACOB HOLM OPCO INC.

ARTICLE I

Business Offices

The corporation shall have such offices either within or outside the State of Delaware and within or outside the United States, as the Board of Directors may from time to time determine or as the business of the corporation may require.

ARTICLE II

Registered Offices and Registered Agents

Section 2.1. Delaware. The address of the initial registered office in the State of Delaware and the name of the initial registered agent of the corporation at such address are set forth in the Certificate of Incorporation. The corporation may, from time to time, designate a different address as its registered office or a different person as its registered agent, or both; provided, however, that such designation shall become effective upon the filing of a statement of such change with the Secretary of State of the State of Delaware as is required by law.

Section 2.2. Other States. In the event the corporation desires to qualify to do business in one or more states other than Delaware, the corporation shall designate the location of the registered office in each such state and designate the registered agent for service of process at such address in the manner provided by the law of the state in which the corporation elects to be qualified.

ARTICLE III

Meetings of Stockholders

Section 3.1. Place of Meetings. Meetings of the stockholders shall be held at the principal office of the corporation or any other place (within or outside the State of Delaware and within or outside the United States) designated in the notice of the meeting.

Section 3.2. Annual Meeting. A meeting of the stockholders shall be held annually at such time as the Board of Directors may determine (which shall be, in the case of the first annual meeting, not more than thirteen (13) months after the organization of the corporation and, in the case of all other meetings, not more than thirteen (13) months after the date of the last annual meeting), at which annual meeting the stockholders shall elect a Board of Directors and transact other proper business.

Section 3.3. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting. The chairman of the meeting shall announce at the meeting of stockholders the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote.

Section 3.4. Special Meetings. Special meetings of the stockholders shall be held when directed by the Chairman, President or the Board of Directors, or when requested in writing by the holders of not less than one-tenth of all the shares entitled to vote at the meeting. The call for the meeting shall be issued by the Secretary, unless the Chairman, President, Board of Directors or stockholders requesting the meeting shall designate another person to do so.

Section 3.5. Notice. Written notice stating the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote in such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the Chairman, President, the Secretary, or the officer or persons calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the stockholder at his, her or its address as it appears on the stock transfer books of the corporation, with postage thereon prepaid. Without limiting the manner by which notice may otherwise be given effectively to stockholders, notice of meetings may be given to stockholders by means of electronic transmission in accordance with applicable law.

Notwithstanding the above paragraph, the corporation shall not be required to give notice of a stockholders' meeting to any stockholder to whom (i) notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to such stockholder during the period between such two consecutive annual meetings, have been mailed, addressed to such stockholder at his, her or its address as shown on the records of the corporation and have been returned undeliverable, and (ii) all (at least two) payments (if sent by first class mail) of dividends or interest on securities during a twelve (12) month period, have been mailed addressed to such stockholder at his, her or its address as shown on the records of the corporation and have been returned undeliverable. Any action or meeting which shall be taken or held without notice to such stockholder shall have the same force and effect as if such notice had been duly given. If any such stockholder delivers to the corporation a written notice setting forth his, her or its then current address, the requirement that notice be given to such stockholder shall be reinstated.

Section 3.6. Notice of Adjourned Meetings. When a meeting is adjourned to another time or place, the corporation shall not be required to give any notice of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which

stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted that might have been transacted at the original meeting. If, however, the adjournment is for more than thirty (30) days, or if after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in Section 3.5 above, to each stockholder of record on the new record date entitled to vote at such meeting.

Section 3.7. Waiver of Notice. Whenever notice is required to be given to any stockholder, a waiver thereof in writing, signed by the person or persons entitled to such notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be the equivalent to the giving of such notice. Attendance by a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders need be specified in the written waiver of notice, or any waiver by electronic transmission.

Section 3.8. Fixing Record Date.

(a) For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

(b) For purposes of determining the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by the General Corporation Laws of the State of Delaware, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the books in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If

no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the General Corporation Law of the State of Delaware, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) For purposes of determining the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 3.9. Record of Stockholders Having Voting Rights. The officer or agent having charge of the stock ledger book of the corporation shall prepare and make, at least ten (10) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order, and showing the address of each stockholder and the number and class and series, if any, of shares held by each stockholder. For a period of ten (10) days prior to such meeting, the list shall be open to the examination of any stockholder, for any purpose germane to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Upon the willful neglect or refusal of the directors to produce such a list at any meeting for the election of directors held at a place, or to open such a list to examination on a reasonably accessible electronic network during any meeting for the election of directors held solely by means of remote communication, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 3.10. Stockholder Quorum. Except as otherwise required by law, by the Certificate of Incorporation or by these Bylaws, one-third (1/3) of the shares entitled to vote, in person or represented by proxy, shall constitute a quorum at a meeting of stockholders. When a specified item of business is required to be voted on by a class or series of stock, a one-third (1/3) of the shares of such class or series, in person or represented by proxy, shall constitute a quorum for the transaction of such item of business by that class or series. If a quorum is

present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the vote of a greater number or voting by class is required by the General Corporation Law of the State of Delaware or by the Certificate of Incorporation or by these Bylaws. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes, provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity. Where a separate vote by class or series is required, the affirmative vote of a plurality of shares of such class or series represented at the meeting shall be the act of such class unless the vote of a greater number is required by the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws.

After a quorum has been established at a stockholders' meeting, the subsequent withdrawal of stockholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Section 3.11. Voting of Shares. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of the stockholders, except as may otherwise be provided in the General Corporation Law of the State of Delaware.

A stockholder may vote either in person or by proxy executed in writing by the stockholder or his, her or its duly authorized attorney-in-fact.

Section 3.12. Proxies. Every stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting, or a stockholder's duly authorized attorney-in-fact, may authorize another person or persons to act for him/her/it by proxy.

Every proxy must be signed by the stockholder or his, her or its attorney-in-fact. No proxy shall be valid after three (3) years from its date, unless otherwise provided in the proxy. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by delivering a proxy to the Secretary of the corporation in accordance with applicable law and bearing a later date.

If shares or other securities having voting power stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the secretary of the corporation is given notice to

the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting will have the following effect:

(1) If only one votes, his or her act binds all;

(2) If more than one vote, the act of the majority so voting binds all;

(3) If more than one vote, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or any person voting the shares, or a beneficiary, if any, may apply to the Court of Chancery or such other court as may have jurisdiction to appoint an additional person to act with the persons so voting the shares, which shall then be voted as determined by a majority of such persons and the person appointed by the Court.

Section 3.13. Action by Stockholders Without a Meeting. Any action required to be taken or which may be taken at any annual or special meeting of stockholders of the corporation, may be taken without a meeting, without prior notice and without a vote, if a written consent setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, however, that no written consent shall be effective unless such consent (i) bears the date of signature by each stockholder signing such consent and (ii) is delivered to the corporation within sixty (60) days of the date on which the earliest consent was delivered to the corporation. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. The consent of a stockholder to action taken without meeting may be in electronic form bearing the stockholder's electronic signature and delivered to the Corporation by e-mail or other electronic means to such address as is determined by or under the authority of the Board of Directors.

Section 3.14. Conduct of Meetings. The Board of Directors of the corporation may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE IV

Directors

Section 4.1. Powers. The corporation shall have all powers granted to corporations under the General Corporation Law of the State of Delaware. The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws specifically reserved to the stockholders.

Section 4.2. Qualification. Directors need not be residents of Delaware or of the United States nor stockholders of the corporation.

Section 4.3. Compensation. The Board of Directors shall have authority to fix the compensation of directors unless otherwise provided in the Certificate of Incorporation.

Section 4.4. Number. The number of directors of the Corporation shall be not more than five (5) but not less than one (1), the actual number to serve in each year to be fixed by the stockholders at the annual meeting. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies. Directors need not be residents of the State of Delaware or stockholders of the Corporation.

Section 4.5. Organization. The Board of Directors may, by majority vote, appoint from among its members a Chairman and a Vice Chairman. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 4.6. Election and Term. Each person named in the Certificate of Incorporation or elected by the incorporator(s) at the organizational meeting, as the case may be, as a member of the initial Board of Directors shall hold office until the first annual meeting of stockholders and until his or her successor shall have been elected and qualified or until his or her earlier resignation, removal or death.

At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect directors to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified or until his or her earlier resignation, removal or death.

Section 4.7. Resignation and Removal of Directors. A director may resign at any time upon written request or electronic transmission to the corporation. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. A resignation which is

conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable. Furthermore, any director or the entire Board of Directors may be removed, with or without cause, as provided in the General Corporation Law of the State of Delaware.

Section 4.8. Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy created by reason of an increase in the authorized number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors or by a sole remaining director. If there is more than one class or series of stock outstanding, vacancies of such classes or series may be filled by a majority of the directors elected by such class or series or by a sole remaining director. A director elected to fill a vacancy shall hold office only until the next election of directors by the stockholders.

Section 4.9. Quorum and Voting. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 4.10. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate an Executive Committee from among its members and such other committees consisting of at least one director as determined by the Board of Directors from time to time. Each committee, to the extent provided in such authorizing resolution, shall have and may exercise all the power and authority of the Board of Directors in the management of the business and affairs of the corporation, as limited by the laws of the State of Delaware.

The Board of Directors, by resolution adopted in accordance with this section, may designate one or more directors as alternate members of any such committee, who may act in the place and stead of any absent or disqualified member or members at any meeting of such committee. In the absence or disqualification of any member of any such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 4.11. Place of Meetings. Regular and special meetings of the Board of Directors may be held within or outside the State of Delaware and within or outside the United States.

Section 4.12. Time, Notice and Call of Meetings. Regular meetings of the Board of Directors shall be held immediately following the annual meeting of stockholders each year and at such times thereafter as the Board of Directors may fix. No notice of regular directors' meetings shall be required.

Special meetings of the Board of Directors shall be held at such times as called by the Chairman of the Board, the President of the corporation, or any two (2) directors. Written notice of the time and place of special meetings of the Board of Directors shall be given to each director

by either personal delivery, telegram, cablegram, telefax or electronic mail at least two (2) days before the meeting, or by notice mailed to each director at least five (5) days before the meeting.

Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice, either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or conveyed, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Members of the Board of Directors may participate in a meeting of such Board or of any committee designated by such Board by conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting.

Section 4.13. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all the members of the board or committee, as the case may be, consent thereto in writing or electronic transmission, and such writing or electronic transmission is filed with the minutes of the proceedings of the board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Such consent shall have the same effect as a unanimous vote.

Section 4.14. Director Conflicts of Interest. No contract or other transaction between the corporation and one or more of its directors or between the corporation and any other corporation, partnership, association or other organization in which one or more of the directors of the corporation are directors or officers or are financially interested, shall be void or voidable solely because of such relationship or interest or solely because such director or directors are present at or participate in the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or solely because his or her or their votes are counted for such purpose, if:

A. The material facts as to the director's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or committee, and the Board of Directors or committee in good faith authorizes, approves or ratifies the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

B. The material facts as to their relationship or interest and as to the contract or transaction are disclosed or known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of such stockholders; or

C. The contract or transaction is fair as to the corporation at the time it is authorized, approved or ratified by the Board of Directors, a committee of the Board of Directors or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction

ARTICLE V

Officers

Section 5.1. Officers. The officers of the corporation shall consist of a President, a Secretary and a Treasurer, and may also include such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two (2) or more offices may be held by the same person.

Section 5.2. Duties. The officers of the corporation shall have the following duties:

A. President/Chief Executive Officer. The President/Chief Executive Officer shall be the chief executive officer of the corporation and shall have general and active management of the business and affairs of the corporation, subject to the direction of the Board of Directors. If a Chairman of the Board is not elected or is absent, the President shall preside at all meetings of the Board of Directors and stockholders.

As used herein, any reference to President or Chief Executive Officer (or both) shall mean one and the same person.

B. Vice President. The Vice President, if one is elected, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President/Chief Executive Officer. He or she also shall perform whatever duties and have whatever powers the Board of Directors may from time to time assign him or her. If more than one Vice President is elected, one thereof shall be designated as Executive Vice President and shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and each other Vice President shall only perform whatever duties and have whatever powers the Board of Directors may from time to time assign him or her.

C. Secretary and Assistant Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of the stockholders and directors. The Secretary may give all notices required by law and by these Bylaws. In addition, the Secretary shall have general charge of the corporate books and records and of the corporate seal, and he or she shall affix, or attest the affixing of, the corporate seal to any lawfully executed instrument requiring it. The Secretary shall have general charge of the stock transfer books of the Corporation and shall keep, at the registered or principal office of the Corporation, a record of the stockholders showing the name and address of each stockholder, and the number and class of the shares held by each. The Secretary shall sign such instruments as may require his or her signature and, in general, shall perform all duties as may be assigned to him or her from time to time by the President or the Board of Directors. The Assistant Secretary, if one is appointed, shall render assistance to the Secretary in all the responsibilities described above.

D. Treasurer/Chief Financial Officer and Assistant Treasurer. The Treasurer/Chief Financial Officer, if one is elected, shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of stockholders, and shall perform such other duties as may be prescribed by the President or the Board of Directors. The Assistant Treasurer, if one is appointed, shall render assistance to the Treasurer/Chief Financial Officer in all of the responsibilities described above.

As used herein, any reference to Treasurer or Chief Financial Officer (or both) shall mean one and the same person.

Section 5.3 Election and Term. The officers of the Corporation shall be appointed by the Board of Directors or appointed by an officer empowered by the Board to make such appointment. Such appointment by the Board of Directors may be made at any regular or special meeting of the Board. Each officer shall hold office for a period of one year or until his or her successor is elected and qualified or until his or her earlier resignation or removal.

Section 5.4. Removal of Officers. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever, in its judgment, the best interests of the corporation will be served thereby.

Section 5.5. Vacancies. Any vacancy, however occurring, in any office may be filled by the Board of Directors.

Section 5.6. Compensation. The compensation of all officers of the corporation shall be fixed by the Board of Directors and may be changed from time to time by a majority vote of the Board of Directors. The fact that an officer is also a director shall not preclude such person from receiving compensation as either a director or officer, nor shall it affect the validity of any resolution by the Board of Directors fixing such compensation. The President shall have authority to fix the salaries of all employees of the corporation, other than officers elected or appointed by the Board of Directors.

ARTICLE VI

Stock Certificates

Section 6.1. Authorized Issuance. The corporation may issue the shares of stock authorized by its Certificate of Incorporation and none other. Shares may be issued only pursuant to a resolution adopted by the Board of Directors.

Section 6.2. Issuance. Each share in the corporation shall be represented by a certificate. No certificate shall be issued for any share until such share is fully paid. The provisions of this Section 6.2 may not be amended without stockholder consent.

Section 6.3. Signatures. Certificates representing shares in the corporation shall be signed by or in the name of the corporation by (i) the Chairman or Vice Chairman, or the

President or a Vice President, and (ii) the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, and may be sealed with the seal of the corporation or a facsimile thereof. Any or all the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 6.4. Form. Each certificate representing shares shall state upon the face thereof: the name of the corporation; that the corporation is organized under the laws of Delaware; the name of the person or persons to whom it is issued; the number and class of shares, and the designation of the series, if any, which such certificate represents; and the par value of each share represented by such certificate, or a statement that the shares are without par value. Each certificate shall otherwise comply, in all respects, with the requirements of law.

Section 6.5. Registration and Transfer of Stock. The name of each person owning a share of capital stock of the corporation shall be entered on the stock ledger of the corporation, together with the number of shares held by him, her or it, the dates of issuance of such shares and the numbers of the share certificates covering such shares. The corporation shall register a stock certificate presented to it for transfer if the certificate is properly endorsed by the holder of record or by his, her or its duly authorized attorney; provided, however, that the corporation or its transfer agent may require the signature of such person to be guaranteed by a commercial bank or trust company or by a member of the New York or American Stock Exchange.

Section 6.6. Lost, Stolen or Destroyed Certificates. The corporation shall issue a new stock certificate in the place of any certificate previously issued if the holder of record of the certificate (a) makes proof in affidavit form that it has been lost, destroyed or wrongfully taken; (b) requests the issuance of a new certificate before the corporation has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; (c) gives bond, if required by the corporation, in such form as the corporation may direct, to indemnify the corporation, the transfer agent and registrar against any claim that may be made on account of the alleged loss, destruction or wrongful taking of a certificate or the issuance of such new certificate; and (d) satisfies any other reasonable requirements imposed by the corporation.

ARTICLE VII

Books and Records

Section 7.1. Books and Records. The corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its stockholders, Board of Directors and committees of directors.

The corporation shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its stockholders, giving the names and addresses of all stockholders, and the number, class and series, if any, of the shares held by each.

Any books, records and minutes may be in written form or in any other form capable of being converted into clearly legible written form within a reasonable time.

Section 7.2. Stockholders' Inspection Rights. Any person who is a holder of record of shares or of voting trust certificates therefor, upon written demand under oath stating the purpose thereof, shall have the right to examine, in person or by agent or attorney, at any time during the corporation's usual hours for business, for any proper purpose as determined under the General Corporation Law of the State of Delaware, the corporation's stock ledger, a list of stockholders and its other books and records and to make copies or extracts therefrom.

ARTICLE VIII

Dividends

The Board of Directors of the corporation may, from time to time, declare and the corporation may pay dividends as permitted by law on its shares in cash, property or its own shares; provided, however that dividends may only be paid (i) out of the Corporation's surplus or (ii) in case there is no surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year.

ARTICLE IX

Corporate Seal

The Board of Directors shall provide a corporate seal which shall have the name of the corporation inscribed thereon, and may be a facsimile, engraved, printed, or an impression seal.

ARTICLE X

Amendment

Except as provided in Section 6.2, these Bylaws may be altered, amended or repealed by the Board of Directors, and new Bylaws may be adopted by the Board of Directors, subject to the powers of the stockholders of the corporation to alter or repeal any bylaw whether adopted by them or otherwise.

ARTICLE XI

Limits on Liability of Directors

To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, a director of the corporation shall not be

personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

ARTICLE XII

Indemnification of Officers and Directors

Section 12.1. Right to Indemnification. Each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation), by reason of the fact that he or she is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be entitled to indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the fullest extent now or hereafter permitted by applicable law as long as such person acted in good faith and in a manner that such person reasonably believed to be in or to not be opposed to the best interests of the corporation; provided, however, that the corporation shall indemnify any such person seeking indemnity in connection with an action, suit or proceeding (or part thereof) initiated by such person only if such action, suit or proceeding (or part thereof) was authorized by the Board of Directors.

Section 12.2. Advance Payment of Expenses. Expenses (including reasonable attorneys' fees) incurred by any person who is or was an officer or director of the corporation, or who is or was serving at the request of the corporation as an officer or director or another corporation, partnership, joint venture, trust or other enterprise, in defending any civil, criminal, administrative or investigative action, suit or proceeding, shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that he or she is not entitled under applicable law to be indemnified by the corporation.

Section 12.3. Right of Claimant to Bring Suit. If a claim under this Article is not paid in full by the corporation within ninety (90) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any action or proceeding in advance of its final disposition where the required undertaking has been tendered to the corporation unless such action is based on the claimant having committed an act involving moral turpitude) that the claimant has not met the standards of conduct which make indemnification permissible under the General Corporation Law of the State of Delaware, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or

its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 12.4. Contract Rights. The provisions of this Article shall be a contract between the corporation and each director or officer to which this Article applies. No repeal or modification of these Bylaws shall invalidate or detract from any right or obligations with respect to any state of facts existing prior to the time of such repeal or modification.

Section 12.5. Rights Non-Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 12.6. Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article or of applicable law.

Section 12.7. Definitions. For purposes of this Article, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued, and references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Article.

Section 12.8. Continued Coverage. The indemnification and advancement of expenses provided by, or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE XIII

General Provisions

Section 13.1. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 13.2. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 13.3. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 13.4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such depositories as the Board of Directors shall direct.

Section 13.5. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 13.6. Counterpart Execution; Facsimile Execution. Any document requiring the signature of the directors and/or stockholders may be executed in any number of counterparts with the same effect as if all of the required signatories had signed the same document. Such executions may be transmitted to the corporation and/or the other directors and/or stockholders by facsimile or other electronic transmission and such facsimile or electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic transmission or a combination, shall be construed together and shall constitute one and the same agreement.

* * * * * * * * * * * * * * * * * * * *

THESE AMENDED AND RESTATED BYLAWS READ, APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF JACOB HOLM OPCO INC. AS OF THE 20th DAY OF AUGUST 2014.

EXHIBIT F

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Jacob Holm Opco Inc.
1265 SAND HILL RD
CANDLER, NC 28715-6907

July 14, 2014

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	**764417**	Formation Locale:	DELAWARE
Filing Type:	Corporation For-Profit - Foreign	Date Formed:	06/02/2014
Filing Date:	07/14/2014 11:47 AM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2015
Duration Term:	Perpetual	Image # :	7363-0176

Document Receipt

Receipt # : 1577234	Filing Fee:	$600.00
Payment-Check/MO - CFS-1, NASHVILLE, TN		$600.00

Registered Agent Address:
NATIONAL CORPORATE RESEARCH, LTD., INC.
STE B
992 DAVIDSON DR
NASHVILLE, TN 37205-1051

Principal Address:
1265 SAND HILL RD
CANDLER, NC 28715-6907

Congratulations on the successful filing of your **Application for Certificate of Authority** for **Jacob Holm Opco Inc.** in the State of Tennessee which is effective on the date shown above. Visit the TN Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Cheryl Donnell

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR-PROFIT CORPORATION (ss-4431)

Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th Fl.
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $600.00

For Office Use Only

FILED

To the Secretary of the State of Tennessee:
Pursuant to the provisions of Section T.C.A. §48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is: Jacob Holm Opco Inc.
   If different, the name under which the certificate of authority is to be obtained is: _____

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for-profit if its name does not comply with the requirements of Section T.C.A. §48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section T.C.A. §48-14-101(d) with an additional $20.00 fee.

2. The state or country under whose law it is incorporated is: Delaware
   and the date of its incorporation is: 06 / 02 / 2014 (Month / Day / Year)
   and the period of duration, if other than perpetual, is: ____ / ____ / ____ (Month / Day / Year)
   and, if prior to qualifying, the date it commenced doing business in Tennessee is: ____ / ____ / ____ (Month / Day / Year)

NOTE: Additional filing fees and proof of tax clearance confirming good standing may apply if the corporation commenced doing business in Tennessee prior to the approval of this application. See T.C.A. §48-25-103(c) and T.C.A. §48-65-103(c).

3. This company has the additional designation of: _____

4. The name and complete address of its registered agent and office located in the state of Tennessee is:
   Name: National Corporate Research, Ltd., Inc.
   Address: 992 Davidson Drive, Suite B
   City: Nashville State: TN Zip Code: 37205 County: Davidson

5. Fiscal Year Close Month: December

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
   (Not to exceed 90 days) Effective Date: ____ / ____ / ____ (Month / Day / Year) Time: _____

7. The corporation is for profit.

8. The complete address of its principal executive office is:
   Address: 1265 Sand Hill Road
   City: Candler State: NC Zip Code: 28715

**Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.*

Submitter Information: Name: Elizabeth A. Chapman Phone #: (704) 335-9855

73563.0175: 07/15/2014: 11:47:15: Received by Tennessee Secretary of State Tre Hargett

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR-PROFIT CORPORATION (ss-4431)

Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th Fl.
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $600.00

For Office Use Only

The name of the corporation is: Jacob Holm Opco Inc.

9. The complete mailing address of the entity (if different from the principal office) is:

Address: Same as principal office
City: _____ State: _____ Zip Code: _____

10. List the name and complete address of each of its current officers:

Title	Name	Business Address	City, State, Zip
CEO/President	Martin Mikkelsen	1265 Sand Hill Road	Candler, NC 28715
CFO/Treasurer	Finn Schoning	1265 Sand Hill Road	Candler, NC28715
Secretary	Jeff Sellers	1265 Sand Hill Road	Candler, NC 28715

11. List the name and complete address of each of its current board of directors:

Name	Business Address	City, State, Zip
Martin Mikkelsen	1265 Sand Hill Road	Candler, NC 28715
Finn Schoning	1265 Sand Hill Road	Candler, NC 28715

12. Professional Corporation: (required if the additional designation of "Professional Corporation" is entered in section 3.)

☐ I certify that this is a Professional Corporation.

Licensed Profession: _____

**Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.*

July 11, 2014
Signature Date

Signature

CEO and President
Signer's Capacity

Martin Mikkelsen
Name (printed or typed)

7363.0177, 07/14/2014, 11:47:16, Received by Tennessee Secretary of State Tre Hargett

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "JACOB HOLM OPCO INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF JULY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "JACOB HOLM OPCO INC." WAS INCORPORATED ON THE SECOND DAY OF JUNE, A.D. 2014.

Jeffrey W. Bullock, Secretary of State

5543519 8300

AUTHENTICATION: 1530093

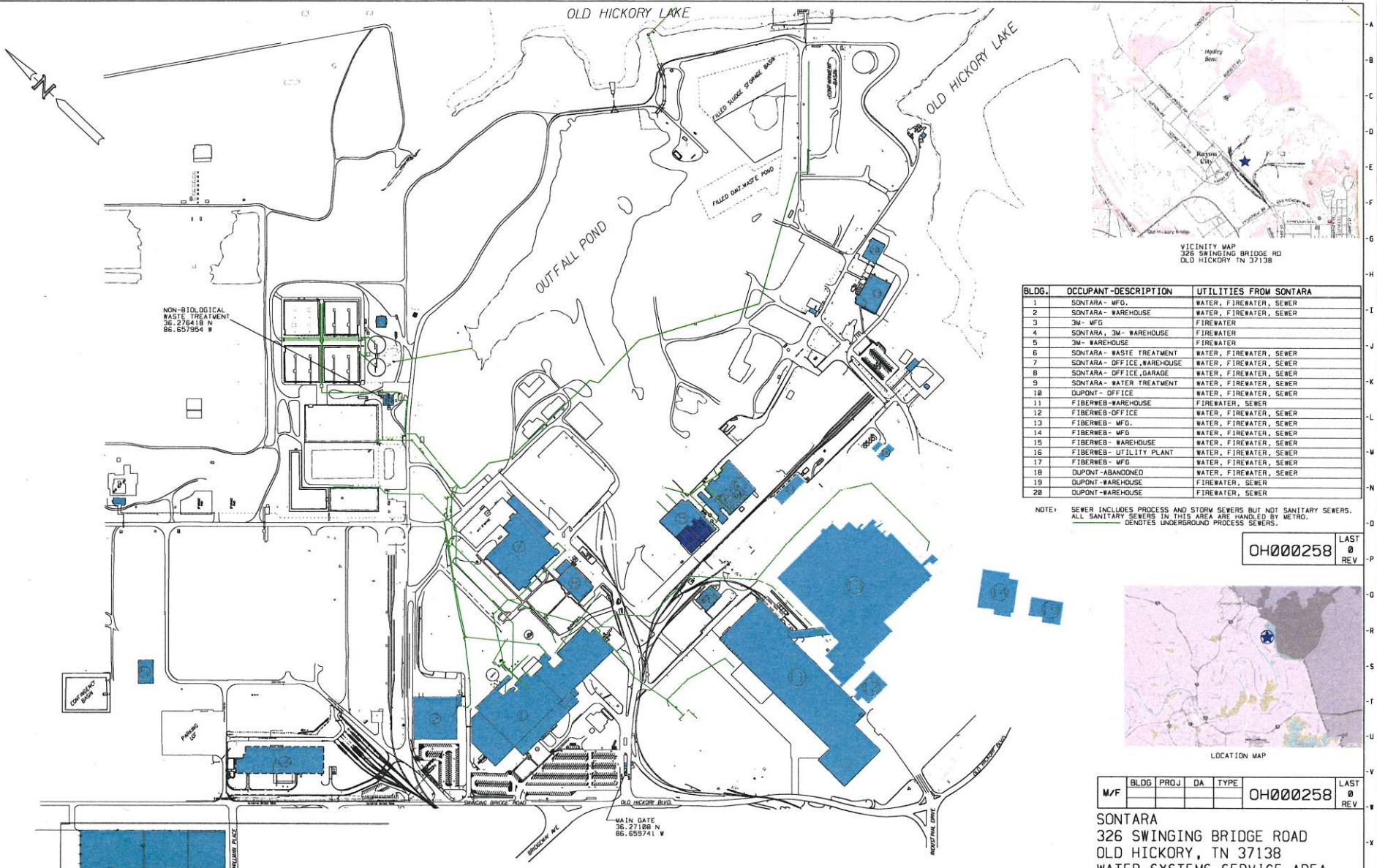
140947766

DATE: 07-14-14

You may verify this certificate online at corp.delaware.gov/authver.shtml

7353.0178, 07/14/2014, 11:47:17, Received by Tennessee Secretary of State Tre Hargett

EXHIBIT G



VICINITY MAP
326 SWINGING BRIDGE RD
OLD HICKORY TN 37138

BLDG.	OCCUPANT-DESCRIPTION	UTILITIES FROM SONTARA
1	SONTARA- MFG.	WATER, FIREWATER, SEWER
2	SONTARA- WAREHOUSE	WATER, FIREWATER, SEWER
3	3M- MFG	FIREWATER
4	SONTARA, 3M- WAREHOUSE	FIREWATER
5	3M- WAREHOUSE	FIREWATER
6	SONTARA- WASTE TREATMENT	WATER, FIREWATER, SEWER
7	SONTARA- OFFICE,WAREHOUSE	WATER, FIREWATER, SEWER
8	SONTARA- OFFICE,GARAGE	WATER, FIREWATER, SEWER
9	SONTARA- WATER TREATMENT	WATER, FIREWATER, SEWER
10	DUPONT- OFFICE	WATER, FIREWATER, SEWER
11	FIBERWEB-WAREHOUSE	FIREWATER, SEWER
12	FIBERWEB-OFFICE	WATER, FIREWATER, SEWER
13	FIBERWEB- MFG.	WATER, FIREWATER, SEWER
14	FIBERWEB- MFG	WATER, FIREWATER, SEWER
15	FIBERWEB- WAREHOUSE	WATER, FIREWATER, SEWER
16	FIBERWEB- UTILITY PLANT	WATER, FIREWATER, SEWER
17	FIBERWEB- MFG	WATER, FIREWATER, SEWER
18	DUPONT-ABANDONED	WATER, FIREWATER, SEWER
19	DUPONT-WAREHOUSE	FIREWATER, SEWER
20	DUPONT-WAREHOUSE	FIREWATER, SEWER

NOTE: SEWER INCLUDES PROCESS AND STORM SEWERS BUT NOT SANITARY SEWERS. ALL SANITARY SEWERS IN THIS AREA ARE HANDLED BY METRO.
———— DENOTES UNDERGROUND PROCESS SEWERS.

OH000258 | LAST Ø REV

LOCATION MAP

M/F	BLDG	PROJ	DA	TYPE

OH000258 | LAST Ø REV

SONTARA
326 SWINGING BRIDGE ROAD
OLD HICKORY, TN 37138
WATER SYSTEMS SERVICE AREA MAP

Wastewater System - E.I. DuPont De Nemours & Co., - Old Hickory

PROJ	NO	REVISION	RVSD	CHKD	APPD	DATE
	Ø	ISSUED FOR REVIEW	RDC	RDC	LAW	6/3/19

STANDARDS

REFERENCE DRAWINGS

THIS DRAWING HAS BEEN FURNISHED BY SONTARA® OLD HICKORY. THE INFORMATION AND KNOW-HOW THEREON MAY NOT BE USED NOR THE DRAWING REPRODUCED WITHOUT THE WRITTEN PERMISSION OF SONTARA® O.H. ALL REPRODUCTIONS-WHOLE OR IN PART, INCLUDING VENDOR'S SHOP DRAWINGS SHALL BEAR OR REFER TO THIS STAMP.

PROJECT
SCALE 1/16" = 1'-0" DATE
DRAWN B.CARLTON 5/30/19
CHECKED
APPROVED- DESIGN RELEASE
APPROVED- CONSTR. RELEASE

SONTARA® OLD HICKORY, INC.
MEMBER OF THE JACOB-HOLM GROUP
OLD HICKORY, TENNESSEE
OH000258

EXHIBIT H

Jacob Holm

Scott Potter
Nashville Metro Water Services
1600 2nd Ave North
Nashville, TN 37208

June 7, 2019

Dear Scott,

As we have discussed on many occasions in the past, the Sontara Old Hickory business, at 328 Swinging Bridge Road, Old Hickory, TN, 37138, is planning to purchase utilities assets, to operate services, including potable water supply, and discharged waste process and storm runoff water management, from DuPont. This sale is proceeding and expected to result in a signed agreement by the end of June, 2019, with a Closing date planned for Sept 1, 2019.

These services will be used by Sontara Old Hickory operations. Also, as part of the terms of sale, Sontara Old Hickory will be required to provide water services for other industrial customers on site who are also existing customers of DuPont : Potable Water Supply to Fiberweb LLC, and a remaining contingent at the site, for DuPont, and discharged process and storm runoff water management for Fiberweb LLC, DuPont, and Old Hickory Transload. As part of this plan, no water, sewer, or storm water services will be provided except on the property currently comprising the DuPont campus.

As part of this process, we are informed that we will be required to secure a CCN from the Tennessee Public Utilities Utility Commission ("Commission"), in association with the supply of these services. There is no existing CCN for either service, currently held by DuPont, that can be transferred.

Also per our earlier discussions, Nashville Metro has indicated that they would not be able to provide these services, in the volumes required, without a major investment in new pipelines, requiring around 3 years to complete. They have also indicated that they have no current or anticipated plans to make that investment, unless the parties benefitting at the site would provide the financial support for doing so. As this would be a cost significantly larger than the cost to purchase the existing assets from DuPont, and, there is a requirement to meet a deadline of September 30, 2019 but with a planned closing on September 1, 2019, when DuPont will no longer operate these services, the parties on site have elected the proposed action of purchase by Sontara Old Hickory, and set up of supply to the others on site, via contractual supply arrangements, similar to the existing arrangements with DuPont.

Please return a scanned copy of this letter with your signature and the date, which will confirm your agreement with the statements above

Sincerely,
Jeff Adams

Scott A. Potter PE
DIRECTOR
METRO WATER SERVICES
14 JUNE 2019

Sontara.

Sontara Old Hickory Inc
326 Swinging Bridge Road | Old Hickory | TN 37138 | USA
T +1 615 526 2100 | Fax +1 615 526 2131
www.jacob-holm.com

EXHIBIT I

PUBLIC VERSION

SONTARA OLD HICKORY, INC.

DOCKET NO. _____

DIRECT TESTIMONY

OF

JEFFERY A. ADAMS

ON

EXPEDITED PETITION OF SONTARA OLD HICKORY, INC. FOR APPROVALOF THE ACQUISITION OF THE SYSTEM AND FOR THE ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Jeffery A. Adams and my business address is 326 Swinging Bridge Road, Old Hickory, Tennessee 37138.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Jacob Holm & Sons AG as Project Director.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY BEFORE THIS OR ANY OTHER UTILITY COMMISSION?

A. No.

Q. PLEASE STATE YOU EDUCATIONAL AND PROFESSIONAL BACKGROUND.

A. I have a BS in Mechanical Engineering, as well as a Master's degree in Business Administration. I have over 43 years of work experience in direct execution of, and management of Engineering and Manufacturing Operations, Supply Chain Operations, and Major Projects Management.

Q. WHAT ARE YOUR DUTIES AS PROJECT DIRECTOR?

A. Management of special projects related to strategic business initiatives.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to support the Expedited Petition filed by Sontara Old Hickory, Inc. ("Sontara") seeking both the approval of the acquisition of the water and wastewater system (the "System") owned by E.I. du Pont de Nemours and Company ("DuPont") by Sontara and the granting of a Certificate of Convenience and Necessity to Sontara, with its accompanying privilege and franchise, to own and operate the System and to serve the current water and wastewater customers served by the System, as well as the remainder of the DuPont Campus. The Asset Purchase Agreement between Sontara

and DuPont (the "Purchase Agreement") is attached to the Petition as **Confidential Exhibit A, submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY,** and the map of the System is attached to the Petition as **Exhibit G.**

Q. ARE YOU SPONSORING ANY EXHIBITS?

A. Yes. I am sponsoring the following exhibits:

I am sponsoring ***Pre-Filed Testimony Exhibit A***, which includes the biographical backgrounds of each of the Sontara employees addressed in this Pre-filed Testimony. I am also supporting the exhibits attached to the Petition.

Q. **WERE THE EXHIBITS MENTIONED ABOVE PREPARED BY YOU OR UNDER YOUR SUPERVISION?**

A. Yes.

Q. WHAT WERE THE SOURCES OF DATA USED TO PREPARE THE PETITIONER's EXHIBITS LISTED ABOVE?

A. The data used to prepare the exhibits was acquired from the records of Sontara and other internal sources, as well as public records, that I examined in the course of my work related to this testimony and the Petition.

Q. DO YOU CONSIDER THE DATA TO BE RELIABLE AND OF A TYPE THAT IS NORMALLY USED AND RELIED ON IN YOUR BUSINESS FOR SUCH PURPOSES?

A. Yes.

Q. AS BEST THAT YOU CAN RECALL, HOW DID THE DICUSSIONS REGARDING THE POTENTIAL SALE OF THE SYSTEM BETWEEN SONTARA AND DUPONT START?

A. DuPont has owned and operated the System for many years. A five year contract for the supply of services, which include, but are not limited to, the supply of water and discharge water management services, by DuPont, to Sontara was initiated in September of 2014. The terms of that contract stated that DuPont could terminate its contractual obligations after the five year term, with at least two years prior notice. DuPont provided notice in September 2017 that it no longer desired to operate and maintain the System. Because Sontara is dependent upon the availability of sustained, safe and reliable water and wastewater services, and as noted in the Petition, Sontara consumes more than 80% of the water and wastewater services provided by DuPont to the DuPont Campus, Sontara and DuPont began to discuss and explore options for Sontara to continue to be served by the System. These discussions eventually led to the impending acquisition.

Q. WHAT WAS THE NATURE OF THE NEGOTIATIONS?

A. Sontara and DuPont considered and discussed various options. Eventually, it was decided that Sontara's acquisition of the System was in both the public and parties' best interest. Sontara and DuPont had extensive discussions around the scope, terms and conditions, and pricing for the purchase of the System. The other industrial customers of the System were also aware of DuPont's desire to no longer own and operate the System.

Q. WHAT IS THE PURCHASE PRICE OF THE DUPONT SYSTEM?

A. The Purchase Price for the System, Redacted Redacted Redacted Redacted Redacted

Q. HOW DID SONTARA AND DUPONT ARRIVE AT THE PURCHASE PRICE?

A. There were various and extensive discussions around valuations associated with major components of the total scope of the purchase, and the influence of the asset components full capabilities, ages and condition, as well as the terms and conditions of the Purchase Agreement. Also, there was a purchase price allocation process specified in the agreement.

Q. WAS THE PURCHASE AGREEMENT DEVELOPED BASED ON ARMS-LENGTH NEGOTIATIONS?

A. Yes.

Q. DOES THE PURCHASE AGREEMENT COVER MORE THAN JUST THE SYSTEM? IF SO, PLEASE EXPLAIN.

A. Yes. The major scope components, in addition to the System assets, include: (1) the parcel of land that the current Sontara operations are situated on, and is currently being leased from DuPont, (2) Gate guardhouse and Security assets, and associated land, for access to the fenced area for the site, containing Sontara, DuPont and Old Hickory Transload operations, (3) Steam lines and condensate return lines, facilitating transmission of steam from the Fiberweb owned steam generation facility to Sontara operations through DuPont property, (4) Chilled Water feed and return lines, facilitating transmission of chilled water from the Fiberweb owned chilled water generation facility, to Sontara operations, through DuPont property, (5) Fire Water supply,[1] for all of the users on the DuPont Campus (Sontara, DuPont, Fiberweb, and 3M); including storage

[1] Fire Water supply includes a tank that supplies all users on site the feed of water from the Filtered Water Plant to the tank.

tank, distribution lines, and pumping, (6) Sanitary Sewer connection lines, to Nashville Metro Sewer system, serving DuPont, Fiberweb and Sontara.

Q. HOW DID THE PARTIES SEPARATE THE OTHER ITEMS COVERED IN THE PURCHASE AGREEMENT FROM THE SYSTEM?

A. The other items in scope of the purchase price are all separate from the water services assets, with no interconnectivity, other than the connections to fire water,[2] steam, sanitary sewer and chilled water piping connections to those service groups. Redacted Redacted Redacted

Q. WHAT IS THE RATE STRUCTURE THAT IS PROPOSED BY SONTARA SUBSEQUENT TO ACQUISITION OF THE SYSTEM?

A. The Purchase Agreement also provides that Sontara will continue to provide service to the System customers at rates not to exceed the rates that are currently established until such time as different rates may be submitted to and approved by the Tennessee Public Utility Commission ("TPUC" or "Commission"). After the purchase of these assets, there will be a total of three (3), sophisticated industrial customers for these services. This will include DuPont, plus two (2) others which are currently receiving those services from DuPont. Both have written agreements with DuPont for the water and/or wastewater services provided by DuPont. It is our understanding that the negotiated rates set forth in these service agreements are based on actual costs. Recognizing the longstanding service provider relationship between DuPont and its water and wastewater

[2] Fire Water refers to the supply water that is fed to any sprinkler system or hose connection and hydrant locations on the site. Once the water is supplied to the tank from the filtered water plant, this system is totally independent from the rest of the supply water system.

customers, Sontara has or will enter into similar agreements with the current customers. *See* **Confidential Exhibit M, submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY** to the Petition.[3]

Q. CAN YOU SUMMARIZE THE SYSTEM'S CURRENT SERVICE AREA?

A. Sontara Old Hickory, Inc. has operations and a principle place of business at 328 Old Swinging Bridge Road, Old Hickory, Tennessee 37138. Sontara currently operates a plant for the manufacture of nonwoven fabrics, which is located on leased premises in Old Hickory, Tennessee ("Sontara Plant") owned by DuPont. The Sontara Plant, as well as the facilities of two (2) other companies on neighboring premises, is provided with water and wastewater services from dedicated assets owned and operated by the landlord, DuPont. Approximately eighty (80%) or more of the water and wastewater services provided by DuPont to these three (3) industrial customers is provided to and consumed by Sontara.

DuPont owns and operates the System that provides services to its own facilities and three (3) sophisticated, industrial customers, namely Sontara Old Hickory, Inc., Fiberweb, LLC, and 3M. Sontara operates a manufacturing business on property and in facilities leased from DuPont and previously used by DuPont to operate its own plant. I understand the other two (2) industrial customers operate manufacturing businesses on property and in facilities previously owned or leased by DuPont, but now owned by these respective customers. The System does not service any residential customers or other non-residential entities.

The proposed service area is the DuPont Campus. The three (3) industrial customers currently provided water and wastewater services by DuPont are located at the

[3] DuPont/Sontara's form SLAs are attached to the Purchase Agreement as Exhibit 1(E).

DuPont Campus at the following addresses: (1) Sontara at 328 Old Swinging Bridge Road, Old Hickory, Tennessee 37138: (2) Fiberweb, LLC at 70 Old Hickory Boulevard, Old Hickory, TN 37138; and (3) 3M at 400 Swinging Bridge Road, Old Hickory, TN 37138. The location of the proposed service territory and the System, including any limited areas in which Sontara will provide water and wastewater services to DuPont subsequent to the acquisition, are generally shown on the map attached to the Petition as **Exhibit G**. Sontara intends to serve only the DuPont Campus.

Q. IS THE SYSTEM'S CURRENT SERVICE AREA THE SAME AREA THAT SONTARA IS PROPOSING TO SERVE?

A. Yes. Sontara and DuPont will enter into a negotiated written agreement for any water and wastewater services to be provided to DuPont subsequent to the acquisition.

Q. IS THIS AREA SERVED BY ANOTHER PROVIDER?

A. The provider that generally provides water and wastewater services to the area near the DuPont Campus is Metropolitan Nashville Water Services. As shown in Petition **Exhibit H**, Metropolitan Nashville Water Services has expressed that it does not provide service to the proposed service area and has no desire or intent to provide water or wastewater services to the proposed service area.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF THE WASTEWATER PORTION OF THE SYSTEM?

A. The wastewater portion of the System is currently utilizing a hydraulic system and associated basins. The wastewater operations primarily function as a holding and suspended solids settling and isolation unit, with a functioning clarifier as well. The unit discharges to a further settling and retention basin, before discharge back to the Old

Hickory Lake. The unit takes process discharge from two industrial operations, and storm run-off discharge from those operations, as well as two additional industrial operations. All of the industrial operations are contiguous to each other, on the DuPont Campus. The hydraulic and settling capacity of the unit is beyond the combined, expected process and storm water discharge flows of those currently on the System, with no planned additional load. The final retention basin discharge, and intermediate monitoring locations of discharge from the wastewater treatment plant, as well as direct process discharge from one of the operations, are all covered under a single NPDES Permit from Redacted. With the sale of the water operations from DuPont to Sontara, there will be no change in any aspect of the requirements of the NPDES permit compliance, other than the ownership and operations responsibilities. The NPDES permit will be transferred to Sontara.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF THE WATER PORTION OF THE SYSTEM?

A. The Water portion of the System produces potable water from raw water extracted from the Old Hickory Lake. The Plant is a Filtration type treatment plant. Capacity is limited by water withdrawal allowance from the USACE, of 11 MGD maximum. Current usage is approximately 7 MGD. Additionally, service is metered.

Q. PLEASE EXPLAIN WHAT TYPES OF UPGRADES, IF ANY, ARE NEEDED TO ADDRESS ANY DEFICIENCIES THE SYSTEM CURRENTLY HAS.

A. None.

Q. WHAT ASSETS RELATED TO THE ACQUISITION OF THE SYSTEM ARE BEING ACQUIRED BY SONTARA FROM DUPONT UNDER THE PURCHASE AGREEMENT?

A. The assets set forth in Section 2.1(a) of Article 2 of the Purchase Agreement.

Q. WITH RESPECT TO THE ACQUISITION OF THE SYSTEM, WHAT DUE DILIGENCE HAS SONTARA UNDERTAKEN AS PART OF THE DECISION TO ENTER INTO THE ASSET PURCHASE AGREEMENT?

A. Among other things, Sontara inspected the condition of the System assets and ensured that the inspection aligned with the assets list. We reviewed environmental regulatory information as reported to Redacted. Sontara also reviewed financial information associated with the System. Finally, Sontara evaluated its ability to efficiently operate the System.

Q. HOW DOES SONTARA INTEND TO OPERATE THE SYSTEM?

A. Utilizing our own technical, managerial and financial abilities, we expect to operate the System very much like it is being operated today, as a safe and reliable System that is compliant with Commission and Redacted requirements.

Q. DOES SONTARA POSSESS THE TECHNICAL AND MANAGERIAL EXPERTISE TO MANAGE THE SYSTEM?

A. Yes. The operations of the System will be part of Sontara's larger manufacturing operations that has operated successfully at the current location for many years, with a substantial structure of industrial management and experienced professional personnel. This staff includes several individuals with experience operating manufacturing operations with water services similar to those provided by the System. There are also engineering and maintenance managers in place, with past experience in oversight of

support for water services operations. In addition, Sontara will hire the six (6) DuPont employees who currently operate and maintain the System. Moreover, Sontara currently has six (6) employees who are certified to operate and maintain the System and who have previously operated and maintained water and wastewater systems. The current Sontara employees are as follows:

(1) Andy White is the Site Engineering Lead, who will provide management oversight for the operation of the System. White has a B.S. in Mechanical Engineering (PE License No. 104221) and experience providing engineering and maintenance support to DuPont Old Hickory Filter Plant and Waste Water Treatment plant from 2010-2014.
(2) Todd McCoy will serve as the manager of the System. McCoy has a B.S. in Mechanical Engineering and twenty-nine (29) years' experience in industrial chemical plant operations, including some oversight of water service and environmental compliance operations, within that experience.
(3) Tony Keith will serve as maintenance manager, and has experience in public utilities generally, and specifically with the System.
(4) There are three (3) other Sontara employees with utility certifications: Phillip Howe (certified level 4 water plant); Howard Hill (certified level 3 water plant); and Tyler Light (certified level 3 water plant).

The biographical backgrounds of each of the above-listed Sontara employees are attached to my testimony as ***Pre-Filed Testimony Exhibit A*** For the foregoing reasons, Sontara has the technical and managerial capacity to operate the System.

Q. DOES SONTARA POSSESS THE FINANCIAL ABILITY AND EXPERTISE TO MANAGE THE SYSTEM?

A. Yes. The System will be part of a much larger manufacturing operation, with an established financial structure. This includes the balance sheet, funding and cash flow management processes, and experienced industrial financial professional management group and staff to operate them. Sontara's most recent financial statement is attached to the Petition as **Confidential Exhibit K, submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY**, and the pro formas for the System are

attached as **Confidential Exhibit L, submitted UNDER SEAL as CONFIDENTIAL AND PROPRIETARY.**

Q. HOW WILL SONTARA ACCOUNT FOR THE OPERATION OF THE SYSTEM?

A. Sontara will operate the System as a separate unit or department. As such, it will record separately and: (1) track actual supplies, equipment and outside services used exclusively for the System; (2) properly allocate the costs for any supplies, equipment or outside services purchase that have some benefit for the System (i.e. made on the basis of the pro rata share that should be assigned to the operation of the System); (3) assign fully allocated (Salaries + Benefits) internal personnel costs for the operation and management of the System (i.e. with the appropriate pro rata share of those costs based on the share of their time spent associated with the operation of the System); and (4) assign maintenance personnel costs at fully allocated hourly rates for time spent on work orders associated with the System; (5) allocate fully loaded costs, of some salaried personnel, associated with time spent working in direct support of the System; and (6) allocate capital expenditures ("CAPEX") depreciation associated with the value of the System assets. . In light of TPUC Rule 1220-04-13-.17 (2) (e) (3), Sontara and its parent will maintain its books of account and supporting documentation in a manner consistent and fully compliant with the NARUC Uniform System of Accounts (USoA) for water and wastewater utilities, which will provide the Commission with the necessary information to review, analyze and audit Sontara's operation of the System in accordance with NARUC and Commission accounting standards. For Depreciation Rates, our intent is to depreciate the non-land assets on a five year straight line basis. This short schedule is due to the very advanced age of these assets.

Q. IS SONTARA'S ACQUISITION OF THE SYSTEM IN THE PUBLIC'S INTEREST?

A. Yes. The Jacob Holm Group, including Sontara, has operated in Tennessee in good standing for sustained periods of time, has contributed to its overall economy and well-being, and has received safe and reliable water and wastewater services from the System at reasonable rates. Moreover, DuPont has successfully maintained the System and its operations, including satisfying the requirements of Redacted. Combined, the manufacturing operations of the three (3) industrial customers served by the System provide approximately 700 jobs in Middle Tennessee. Therefore, it serves the public interest to have the System to remain operable to serve Sontara, Fiberweb, LLC, 3M, and the remainder of the DuPont Campus.

Q. ARE YOU AWARE OF ANY OPPOSITION OR OBJECTIONS TO SONTARA'S REQUEST FOR A CERTIFICATION OF CONVENIENCE AND NECESSITY FROM THOSE CURRENTLY SERVED BY THE SYSTEM?

A. No, I am not.

Q. WHEN IS THE TRANSACTION SCHEDULED TO CLOSE?

A. It is anticipated that the transaction will not close until we receive approval from the Commission. Redacted.

Q. WHAT DO YOU RECOMMEND WITH REGARD TO THIS PETITION?

A. I recommend that the Petition be approved on an expedited basis.

Q. WILL SONTARA ABIDE BY ALL RULES, REGULATIONS AND ORDERS OF THE COMMISSION AND THE Redacted Redacted?

A. Yes.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes.

TESTIMONY EXHIBIT A

BIOGRAPHICAL BACKGROUND OF SONTARA EMPLOYEES

Andy White, ***Site Engineering Manager***

- Bachelors of Science Mechanical Engineering
- Professional Engineer ID#104221
- 27 years Industrial experience (project engineer, maintenance engineer, reliability engineer, site mechanical integrity quality assurance leader)
    - 11 years with DuPont
    - 4 year providing engineering support to DuPont, FWTP and WWTP
    - 4.5 years with Sontara Old Hickory, Jacob Holm Group as Engineering Manager

Tony Keith, ***Site Maintenance & Reliability Manager***

- Experience Includes:
    - **Sontara/Jacob-Holm,** *Maintenance and Reliability*, 2014 – Present
    - **DuPont Corporation,** *Maintenance and Operations Supervisor,* 1997-2014
        - **Site Services Maintenance and Operations Supervisor**: Responsible for site filtered water plant, compressed air and wastewater treatment. Keith also served as D&R of the Crystar polyester resin facility. Using safety skills and training received from DuPont, Crystar was demolished and removed from site by contractors from the North Star Company.
            - **Sontara,** *Maintenance and Reliability*, 2013-2014
                - Maintained Sontara spunlace equipment, including line 4 and ACT melt-blown equipment (now 3M) with fifteen mechanics and seven I&E.
                - Received extensive training in SAP planning and scheduling PM work orders from 2009-2011.
            - **Crystar,** *CP Day Supervisor* 2001-2009
                - Responsible for the day to day operations of four continuous polyester resin lines using lean methodology with four shift supervisors providing direct reports. Because of the safety training and experience in chemical plant operating Keith was selected to write the shutdown and decontamination plan for Crystar, a ten story chemical facility.
            - **Crystar,** *Solid State Supervisor* 1997-2001
                - Responsible for three polyester crystallization and a polyester resin solid stating unit.
                - Received Six Sigma Green Belt certification for two projects saving the company with $900,000 yearly savings.
    - **McMillan Utility Construction,** *Gas main and service installation,* 1995-1997
        - Installed, tested and placed into service natural gas lines using butt fusion and directional boring equipment.
    - **City of Greenbrier,** *Superintendent of Utilities*, 1979-1995
        - Responsible for operating and maintaining water, natural gas and sewer utilities and operations of the water and wastewater treatment plants.
        - Implemented replacement plans and upgrades for the collection system.

        - Maintained the cathodic protection equipment, regulator station for the city's gas system.
    - **DuPont,** *Cutter / Baler Operator*, 1975-1978
        - Operated polyester fiber cutters and balers.
    - **American Can Corp.,** *Millwright*, 1973-1975
        - Repaired and maintained dog food manufacturing equipment including extruders, pellet mills, bucket elevators, conveyors, packaging systems and propane fired boilers.
- **Certifications from the State of Tennessee, Murfreesboro, TN**
    - Filter Plant Operation Grade 2
    - Collection System Grade 2
    - Distribution System Grade 2

Todd McCoy, ***Site Utilities, Safety, Health, Environmental and Contract Mfg. Manager***

- Bachelors of Science in Mechanical Engineering
- 29 years Industrial experience
    - 25 years with DuPont
    - 4.5 years with Sontara Old Hickory, Jacob Holm Group
    - 4 years as Health, Safety and Environmental Manager
    - 2 Years Quality Manager
    - Greater than 20 years' experience in technical positions, such as production engineer, process development, maintenance engineer, and regulatory compliance

Certified Water Plant Operators:

Phillip Howe, ***Operator in the Sontara Manufacturing operation***

- Worked in the DuPont Old Hickory Water Services Operation from 2003 to 2015
- Has Grade IV Water Treatment certification
- From 2007 until 2015 worked as operator in charge and the contact for TDEC

Howard Hill, ***Operator in the Sontara Manufacturing operation***

- Worked in the DuPont Old Hickory Water Services Operation from mid-2008 - April 2015
- Received Grade 3 WTP certification 5/06/10; TN operator ID # 9019; Certificate # 7981
- 4-5 years operator experience at the DuPont Old Hickory DMT/Crystar process waste water treatment plant

Tyler Light, ***Operator in the Sontara Manufacturing operation***

- Worked in the DuPont Old Hickory Water Services Operation, from 2012, to 2015
- Grade III Water Treatment certification

STATE OF Virginia)
)
COUNTY OF Henrico)

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Jeffery A. Adams, being by me first duly sworn deposed and said that:

He is appearing as a witness on behalf of Sontara Old Hickory, Inc. before the Tennessee Public Utility Commission, and if present before the Commission and duly sworn, his testimony would be as set forth in his pre-filed testimony in this matter.

Jeffery A. Adams

Sworn to and subscribed before me
this 13 day of August, 2019.

Notary Public

MATTHEW W MILES
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APRIL 30, 2023
COMMISSION # 7511462

My Commission Expires: 04/30/2023

EXHIBIT J

State of Tennessee
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

MR. NATHANIEL CHAMBERS

E. I. DUPONT DE NEMOURS & CO., INC. - OLD HICKORY

1002 INDUSTRIAL ROAD

OLD HICKORY, TN 37138

e-copy: nathaniel.w.chambers-1@dupont.com

pete.k.kebaugh@dupont.com

Tennessee Multi-Sector Permit (TMSP)
Notice of Coverage Fact Sheet

We received from your company a Notice of Intent (NOI) to be covered under the Tennessee Storm Water Multi-Sector Permit (TMSP). The new TMSP became effective on April 15, 2015, and expires on April 14, 2020. **We are hereby notifying you that your facility is covered under this general permit. The facility's SWPPP shall be modified to address additional requirements in the new permit no later than 60 days following the effective date of this permit.**

Enclosed with this fact sheet you will find a Notice of Coverage with the permit tracking number, facility's name, address, receiving stream information and the industry-specific sector(s) that apply to your facility. In order to get a copy of the TMSP requirements we ask you to visit our web site located at: http://www.state.tn.us/environment/permits/strmh2o.shtml. We will provide you with a printed copy of the TMSP only upon your request.

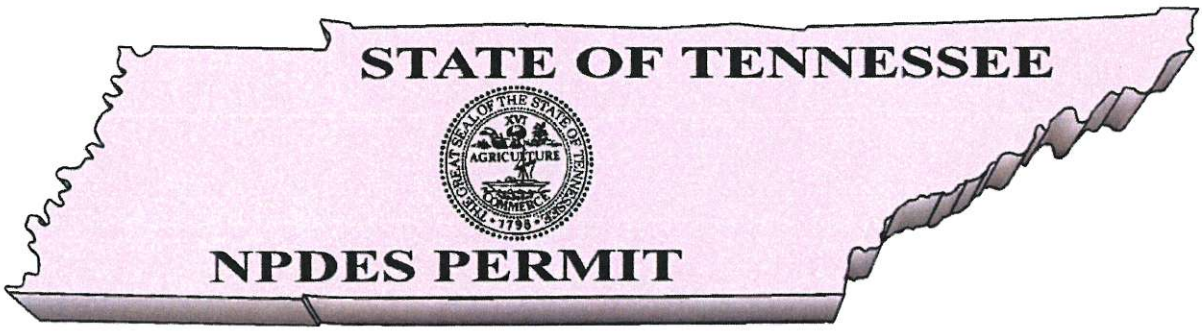
The EPA has multiple templates that can be used by industrial facilities to assist in compliance with permit requirements, including but not limited to the annual compliance evaluation, quarterly inspections, monthly inspection, etc. To obtain copies of these templates and/or other resources, please go to http://water.epa.gov/polwaste/npdes/stormwater/EPA-Multi-Sector-General-Permit-MSGP.cfm.

At our web site, you will be able to download general and sector-specific requirements, as well as permit rationale, Notice of Determination, TMSP guidance documents, links to relevant web sites, and a copy of a No Exposure Certification form. If you do not have access to the Internet, or have other questions, please contact us at 1-888-891-TDEC or by E-mail at *Water.Permits@tn.gov*.

Sincerely,

VJanjić

Vojin Janjić
Manager, Water-Based Systems Unit



Tracking No. TNR053980

Notice of Coverage under the General NPDES Permit for

STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY (TMSP)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

Under authority of the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.) and the delegation of authority from the United States Environmental Protection Agency under the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (33 U.S.C. 1251, et seq.):

Discharger:	**E. I. DuPont De Nemours & Co., Inc. - Old Hickory**
is authorized to discharge:	storm water associated with industrial activity
from a facility located at:	**1002 Industrial Road** in **Old Hickory, Davidson County**
to receiving waters named:	**Cumberland River, SW5 & SW7 @ mi ~218, SW6 @ mi ~214**

in accordance with effluent limitations, monitoring requirements and other conditions set forth herein.

Coverage under this general permit shall become effective on **March 9, 2016** and shall expire on **April 14, 2020**.

Notice of Coverage Issuance date: **March 9, 2016**

Applicable Sector(s): **V**
TMSP Requirements and Sectors are located at **http://www.state.tn.us/environment/permits/strmh2o.shtml**

EXHIBIT K

PUBLIC VERSION

EXHIBIT L

PUBLIC VERSION

EXHIBIT M

PUBLIC VERSION

EXHIBIT N

SONTARA OLD HICKORY, INC.

REGULATION AND CHARGES RELATING TO

WATER AND WASTEWATER UTILITY SERVICES

WITHIN THE DUPONT CAMPUS

This tariff contains the descriptions, regulations and information relating to fees for services for water and wastewater services provided to pre-determined industrial customers at the DuPont Campus in Hickory, Tennessee. This tariff is governed and interpreted according to the laws of the State of Tennessee. This tariff is on file with the Tennessee Public Utility Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 326 Old Swinging Bridge Road, Old Hickory, Tennessee 37138.

CHECK SHEET

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

PAGE	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original

TARIFF FORMAT

A. Sheet Numbering - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.

B. Sheet Revision Numbering - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1. 1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).1.(i).(1)

D. Check Sheet - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1.
DEFINITIONS AND ABBREVIATIONS

1.1 Definitions

Commission -- The Tennessee Public Utility Commission

Company – Sontara Old Hickory, Inc. unless specifically stated otherwise.

Customer -- A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

DuPont Campus – The service territory granted pursuant to the Company's CCN Application in TPUC Docket No. _____, being the geographic territory at 1002 Industrial Road, Old Hickory, TN 37138, consisting of DuPont's previously owned Old Hickory site property is collectively referred to as the DuPont Campus.

Individual Case Basis Arrangements – Refers to one or more of the Site Services Agreements by and between (1) the Company and DuPont; (2) the Company and Fiberweb, LLC; and (3) the Company and 3M.

Industrial Customers – Refers to (1) DuPont, (2) Fiberweb, LLC, and (3) 3M.

Potable Water – The water which meets the criteria of the Tennessee Department of Environment and Conservation and the United States Environmental Protection Agency for human consumption. This does not include Raw water.

Services – Refers collectively to potable water services, fire protection services, sanitary sewer services, and wastewater treatment services.

1.2 Abbreviations

DuPont – E.I. du Pont de Nemours and Company

ICB – Individual Case Basis

SECTION 2.
RULES AND REGULATIONS

2.1 **Authorization of Rules and Regulations**

2.1.1 Sontara Old Hickory, Inc. is a Delaware corporation with its principal place of business at 326 Old Swinging Bridge Road, Old Hickory, Tennessee 37138. The Company is regulated under a Certificate of Convenience and Necessity issued by the Commission on _____, 2019, under Docket No. _____.

2.2 **Undertaking of the Company**

2.2.1 Sontara does not provide water or wastewater services to the public. Sontara provides water and waste water services to three (3) Industrial Customers pursuant to individual case basis arrangements. Sontara's ICB arrangements, or a representative sample of the same, are on file with the Tennessee Public Utility Commission.

2.2.2 The Company provides one or more of the following services to its Industrial Customers in accordance with the ICB arrangements: potable water services, fire protection services, sanitary sewer services, and wastewater treatment services.

2.2.3 The Company's Services are provided on a monthly basis pursuant to the ICB arrangements.

2.2.4 All policies and practices of the Company for Services are in accordance with the ICB arrangements.

2.2.5 In the event of a conflict or inconsistency between the terms of an ICB arrangement and those of this tariff, the terms of the ICB arrangement shall control and govern the rights and obligations of the Industrial Customers.

2.3 **Rates/Fees for Services**

2.3.1 The fees for services are adopted in accordance with the ICB arrangements.

2.4 **Limitations of Service**

2.4.1 Service is offered subject to the provisions of this tariff and ICB arrangements.

2.5 **Limitations of Liability**

2.5.1 The Company's liability is limited as provided in the ICB arrangements.

2.6 **Responsibilities of the Customer**

2.6.1 The Customer is responsible as set forth in the ICB arrangements.

2.7 **Non-Payment Penalties**

2.7.1 The non-payment penalties are set forth in the ICB arrangements.

2.8 **Public Contact**

2.8.1 The Company's representative for billing may be reached by email at lyle.halstead@jacob-holm.com or by telephone at (615) 526-2267. Customers wishing to communicate with the company in writing may send correspondence to: 326 Swinging Bridge Road, Old Hickory, TN 37138.

2.9 **Tennessee Public Utility Commission Regulations**

2.9.1 The Company, in its operations, shall conform to all the applicable rules and regulations promulgated from time to time by the Commission. The Commission can be reached by phone toll free at 1-800-342-8359.

SECTION 3.
SERVICE TERRITORIES

Service Territory	County
DuPont Campus	Davidson

EXHIBIT O

MEMO AND CONSENT

To: Fiberweb LLC ("Company")

From: Sontara Old Hickory, Inc. ("Sontara")

Date: July 26, 2019

Background. Sontara and DuPont are negotiating for Sontara to acquire, and DuPont to sell, various assets located at DuPont's Old Hickory Tennessee Site ("DuPont Campus"). The assets will include, among other things, the water (including fire water) and wastewater/storm water systems. Sontara understands that DuPont currently provides water and wastewater/storm water services to the Company. As part of the acquisition of such assets by Sontara, Sontara expects to take an assignment of the written contract between DuPont and the Company (subject to any required consent to assignment), but to thereafter supply such services to the Company under the terms of the Site Services Agreement dated December 21, 2018 between Sontara and the Company.

Certain conditions will apply to Sontara's acquisition of the water and wastewater/storm water systems. One such condition will be Sontara obtaining from the Tennessee Public Utilities Commission ("TPUC") a Certificate of Convenience and Necessity authorizing Sontara to provide those services to the Company and others on the DuPont Campus.

Sontara intends to submit an Expedited Petition ("Petition") for approval of the acquisition of the systems and for the Issuance of a Certificate of Convenience and Necessity. The Petition will include, among other things, the name of the Company and:

- A statement that DuPont currently provides the services to the Company which operates at an industrial facility at the DuPont Campus;
- A statement that the rates charged by DuPont today are based on actual costs (Note: the calculation method and current rates charged by DuPont to the Company will not be included in the Petition);
- A statement that the services will be provided by Sontara to the Company at rates not to exceed the rates that are established with the Company, until such time as different rates may be submitted to and approved by TPUC; and
- The contract under which Sontara will supply the Company will be submitted with the Petition, but it will be redacted and submitted to the Commission as a confidential and proprietary document.

References to the Company in the Petition, which will be available to the public.

Request for Consent. Sontara wants to make the Company aware of this information and its need to submit the Petition and proceed through the process to obtain approval from TPUC. Sontara intends to submit the Petition as soon as possible. Sontara's goal is to complete the negotiations with DuPont and obtain all necessary approvals, consents and other conditions to closing, so DuPont and Sontara can close the acquisition by no later than September 30, 2019.

Sontara requests Company's Consent to the disclosures outlined above. Please contact Sontara if you have any questions. Otherwise, Sontara requests that the Company sign below indicating its Consent and return it to Sontara.

Thank you.

Agreed and Consent given:
Fiberweb, LLC

By: Tim Hunley
Title: EVP of Operations - HH&S
Date: 7/27/19

MEMO AND CONSENT

To: 3M Company ("Company")

From: Sontara Old Hickory, Inc. ("Sontara")

Date: July 22, 2019

Background. Sontara and DuPont are negotiating for Sontara to acquire, and DuPont to sell, various assets located at DuPont's Old Hickory Tennessee Site ("DuPont Campus"). The assets will include, among other things, the water (including fire water) and wastewater/storm water systems. Sontara understands that DuPont currently provides water services, specifically fire water, to the Company. As part of the acquisition of such assets by Sontara, Sontara expects to take an assignment of the written contract between DuPont and the Company (subject to any required consent to assignment), and to thereafter supply such services to the Company under such assigned contract or on such other terms as the Company and Sontara may agree in writing.

Certain conditions will apply to Sontara's acquisition of the water and wastewater/storm water systems. One such condition will be Sontara obtaining from the Tennessee Public Utilities Commission ("TPUC") a Certificate of Convenience and Necessity authorizing Sontara to provide those services to the Company and others on the DuPont Campus.

Sontara intends to submit an Expedited Petition ("Petition") for approval of the acquisition of the systems and for the Issuance of a Certificate of Convenience and Necessity. The Petition will include, among other things, the name of the Company and:

- A statement that DuPont currently provides water services to the Company which operates at an industrial facility at the DuPont Campus;
- A statement that the rates charged by DuPont today are based on actual costs (Note: the calculation method and current rates charged by DuPont to the Company will not be included in the Petition);
- A statement that the services will be provided by Sontara to the Company at rates not to exceed the rates that are established with the Company, until such time as different rates may be submitted to and approved by TPUC; and
- The contract under which Sontara will supply the Company will be submitted with the Petition, but it will be redacted and submitted to the Commission as a confidential and proprietary document.

References to the Company in the Petition, which will be available to the public.

Request for Consent. Sontara wants to make the Company aware of this information and its need to submit the Petition and proceed through the process to obtain approval from TPUC. Sontara intends to submit the Petition as soon as possible. Sontara's goal is to complete the negotiations with DuPont and obtain all necessary approvals, consents and other conditions to closing, so DuPont and Sontara can close the acquisition by no later than September 30, 2019.

Sontara requests Company's Consent to the disclosures outlined above. Please contact Sontara if you have any questions. Otherwise, Sontara requests that the Company sign below indicating its Consent and return it to Sontara.

Thank you.

Agreed and Consent given:

3M Company

By: _____
Title: Plant Manager
Date: 7/25/19

Jacob Holm

[Name]
[Address]

July _____, 2019

Dear _____,

As the current customers of DuPont's water and wastewater services have known for some time now, DuPont no longer desires to own and operate its water and wastewater system (the "System"). Therefore, and as you also know, Sontara plans to acquire the system from DuPont. In preparing for a request for regulatory approval of the pending acquisition by the state, we have confirmed that Metro Nashville Service does not intend, and is unable, to provide such services to the DuPont Campus. For your convenience, attached is a courtesy copy of the Expedited Petition, absent the voluminous exhibits, that Sontara recently filed with the Tennessee Public Service Commission, Docket No. _____ ___. Should you wish, you may obtain a full copy of the Expedited Petition from the Commission's website at https://www.tn.gov/tpuc.html. After the Commission establishes a hearing date for the Expedited Petition, we will notify you of such hearing date.

As always, please do not hesitate to contact me with any questions.

Sincerely,

Jeff Adams

48061243.v1

Sontara.
Sontara Old Hickory Inc.
326 Swinging Bridge Road | Old Hickory | TN 37138 | USA
T +1 615 526 2100 | Fax +1 615 526 2131
www.jacob-holm.com

EXHIBIT P

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE

IN RE:	)	
	)	
EXPEDITED PETITION OF SONTARA OLD HICKORY, INC. FOR APPROVAL OF AN ASSET PURCHASE AGREEMENT AND FOR THE ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY	)	**DOCKET NO. _____**

PROTECTIVE ORDER

To expedite the flow of filings, discovery, exhibits and other materials, and to facilitate the prompt resolution of disputes regarding confidentiality of the material, adequately protect material entitled to be kept confidential and to ensure that protection is afforded only to material so entitled, the Hearing Officer, as appointed by the Tennessee Public Utility Commission ("TPUC"), hereby orders the following:

1. For the purpose of this Protective Order (the "Order"), proprietary or confidential information, hereinafter referred to as "CONFIDENTIAL INFORMATION" shall mean documents and information in whatever form which the producing party, in good faith, deems to contain or constitute trade secrets, confidential commercial information, confidential research, development, financial statements, confidential data of third parties, or other commercially sensitive information, and which has been specifically designated by the producing party. A "Producing Party" is defined as the party creating the confidential information as well as the party having actual physical possession of information produced pursuant to this Order. All summaries, notes, extracts, compilations or other direct or indirect reproduction from or of any

protected materials shall be entitled to protection under this Order. Documents containing CONFIDENTIAL INFORMATION shall be specifically marked as "CONFIDENTIAL" on the cover and each page of the document. Any document so designated shall be handled in accordance with this Order. The provisions of any document containing CONFIDENTIAL INFORMATION may be challenged under Paragraph 12 of this Order.

2. Any individual or company subject to this Order, including producing parties or persons reviewing CONFIDENTIAL INFORMATION, shall act in good faith in discharging their obligations hereunder. Parties permitted to intervene in this matter after the date of entry of this Protective Order shall be subject to the terms and conditions of this Protective Order and will be allowed access to CONFIDENTIAL INFORMATION under the conditions prescribed herein.

3. CONFIDENTIAL INFORMATION shall be used only for the purposes of this proceeding, and shall be expressly limited and disclosed only to the following persons:

(a) Counsel of record for the parties and other legal counsel for the parties in this case and associates, secretaries and paralegals actively engaged in assisting counsel of record in this proceeding;

(b) TPUC Directors and members of the staff of the TPUC;

(c) Officers, directors, or employees of the parties, including employees of intervenors and the Office of the Tennessee Attorney General; provided, however, that CONFIDENTIAL INFORMATION shall be shown only to those persons having a need to know;

(d) Representatives of the parties who need to know because they are actively engaged in assisting counsel of record in preparing for this proceeding; and

(e) Outside consultants and expert witnesses (and their Staff) employed or retained by the parties or their counsel, who need access to CONFIDENTIAL INFORMATION solely for evaluation, testing, testimony, preparation for trial or other services related to this docket, provided that to the extent that any party seeks to disclose CONFIDENTIAL INFORMATION to any outside consultant or expert witness, the party shall give five (5) days written notice to the Producing Party of intention to disclose CONFIDENTIAL INFORMATION. During such notice period, the Producing Party may move to prevent or limit

disclosure for cause, in which case no disclosure shall be made until the TPUC or the Hearing Officer rules on the motion. Any such motion shall be filed within three (3) days after service of the notice. Any response shall be filed within three (3) days after service of the Motion. A Pre-Hearing Conference may be called to confer with the parties on the Motions to Limit Disclosure. All service shall be by hand delivery, facsimile or email. All filings by email in this docket shall be followed up by delivering a hard copy of the filing to the Docket Manager of the TPUC.

4. Notwithstanding the provisions in Paragraph 3 above, under no circumstances shall any CONFIDENTIAL INFORMATION be disclosed to or discussed with anyone associated with the marketing of products, goods, or services that may be in competition with the products, goods or services of the Producing Party. Counsel for the parties are expressly prohibited from disclosing CONFIDENTIAL INFORMATION produced by another party to their respective clients, except for in-house counsel and persons who need to know in order to assist counsel of record with preparation of this case.

5. (a) Prior to disclosure of CONFIDENTIAL INFORMATION to any employee or associate counsel for a party, the counsel representing the party who is to receive the CONFIDENTIAL INFORMATION shall provide a copy of this Order to the recipient employee or associate counsel, who shall be bound by the terms of this Order. Prior to disclosure of CONFIDENTIAL INFORMATION to any outside consultant or expert witness employed or retained by a party, counsel shall provide a copy of this Order to such outside consultant or expert witness, who shall sign the Nondisclosure Statement in the form of that attached to this Order attesting that he or she has read a copy of this Order, that he or she understands and agrees to be bound by the terms of this Order, and that he or she understands that unauthorized disclosure of documents labeled "CONFIDENTIAL" constitutes a violation of this Order. The Nondisclosure Statement shall be signed in the presence of and be notarized by a notary public. Counsel of record for each party shall provide the Producing Party a copy of each such

Nondisclosure Statement and shall keep the Nondisclosure Statements executed by the parties' experts or consultants on file in their respective offices.

(b) Disclosure of CONFIDENTIAL INFORMATION other than as provided for in this Protective Order shall not be made to any person or entity except with the express written consent of the Producing Party or upon further order of the TPUC or of any court of competent jurisdiction.

6. If any party or non-party subject to this Order inadvertently fails to designate documents as CONFIDENTIAL in accordance with the provisions of this Order when producing the documents this failure shall not constitute a waiver of confidentiality, provided the party or non-party who has produced the document shall notify the recipient of the document in writing within five (5) days of discovery of such inadvertent failure to designate the document as CONFIDENTIAL. At that time, the recipients will immediately treat the subject document as CONFIDENTIAL. In no event shall the TPUC, or any party to this Order, be liable for any claims or damages resulting from the disclosure of a document provided while not so labeled as "CONFIDENTIAL." An inadvertent failure to designate a document as CONFIDENTIAL, shall not, in any way, affect the TPUC's determination as to whether the document is entitled to CONFIDENTIAL status.

7. If any party or non-party subject to this Order inadvertently fails to designate documents as CONFIDENTIAL in accordance with the provisions of this Order when producing such documents and the failure is not discovered in time to provide a five (5) day notification to the recipient of the confidential nature of the documents referenced in the paragraph above, the failure shall not constitute a waiver of confidentiality and a party by written motion or by oral motion at a Pre-Hearing Conference or at the Hearing on the Merits may request designation of

the documents as CONFIDENTIAL, and if the motion is granted by the Hearing Officer or the Commission, the recipients shall immediately treat the subject documents as CONFIDENTIAL. The Tennessee Public Utility Commission or the Hearing Officer may also, at his or her discretion, either before or during the Pre-Hearing Conference or Hearing on the Merits of the case, allow information to be designated CONFIDENTIAL and treated as such in accordance with the terms of this Order.

8. Any papers filed in this proceeding that contain, quote, paraphrase, compile or otherwise disclose documents covered by the terms of this Order, or any information contained therein, shall be filed and maintained in the TPUC Docket Room in sealed envelopes marked CONFIDENTIAL and labeled to reflect the style of this proceeding, the docket number, the contents of the envelope sufficient to identify its subject matter and this Protective Order. The envelopes shall be maintained in a locked filing cabinet. The envelopes shall not be opened or their contents reviewed by anyone except upon order of the TPUC or the Hearing Officer after due notice to counsel of record. The filing party shall also include with the filing a public version of the papers with any CONFIDENTIAL INFORMATION redacted. The public version shall reflect the style of the proceeding, the docket number, the contents of the envelope sufficient to identify its subject matter and shall reference this Protective Order. Notwithstanding the foregoing, the Directors and the Staff of the TPUC may review any paper filed as CONFIDENTIAL without obtaining an order of the TPUC or the Hearing Officer provided the Directors and Staff maintain the confidentiality of the paper in accordance with the terms of this Order.

9. Documents, information and testimony designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS (as defined in Paragraph 20) in accordance with this

Order, may be used in testimony at the Hearing of this proceeding and offered into evidence or used in any hearing related to this action in a manner that protects the confidentiality of the information, subject to the Tennessee Rules of Evidence and to such future orders as the TPUC or the Hearing Officer may enter. Any party intending to use documents, information, or testimony designated CONFIDENTIAL or PROTECTED SECURITY MATERIALS shall inform the Producing Party and the TPUC or the Hearing Officer prior to the Hearing on the Merits of the case, of the proposed use; and shall advise the TPUC or the Hearing Officer and the Producing Party before use of the information during witness examinations so that appropriate measures can be taken by the TPUC or the Hearing Officer to protect the confidential nature of the information.

10. Except for documents filed in the TPUC Docket Room, all documents covered by the terms of this Order that are disclosed to the requesting party shall be maintained separately in files marked CONFIDENTIAL and labeled with reference to this Order at the offices of the requesting party's counsel of record, kept in a secure place and returned to the Producing Party pursuant to Paragraph 17 of this Order.

11. Nothing herein shall be construed as preventing any party from continuing to use and disclose any information (a) that is in the public domain, or (b) that subsequently becomes part of the public domain through no act of the party, or (c) that is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation, or (d) that is independently developed by a party, or (e) that is known or used by it prior to this proceeding. The burden of establishing the existence of (a) through (e) shall be upon the party attempting to use or disclose the information.

12. Any party may contest the designation of any document or information as CONFIDENTIAL or PROTECTED SECURITY MATERIALS by filing a Motion with the TPUC or Hearing Officer as appropriate, for a ruling that the documents, information or testimony should not be so treated. Upon the filing of such a motion, the designating party shall bear the burden of supporting its designation of the documents or information at issue as CONFIDENTIAL INFORMATION. All documents, information and testimony designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS, however, shall be maintained as such until the TPUC or the Hearing Officer orders otherwise. A Motion to contest must be filed not later than fifteen (15) days prior to the Hearing on the Merits. Any Reply seeking to protect the status of CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS must be received not later than ten (10) days prior to the Hearing on the Merits and shall be presented to the Commission at the Hearing on the Merits for a ruling.

13. Nothing in this Order shall prevent any party from asserting any objection to discovery other than an objection based upon grounds of confidentiality.

14. Non-party witnesses shall be entitled to invoke the provisions of this Order by designating information disclosed or documents produced for use in this action as CONFIDENTIAL, in which event the provisions of this Order shall govern the disclosure of information or documents provided by the non-party witness. A designation of information as CONFIDENTIAL by a non-party witness may be challenged under Paragraph 12 of this Order.

15. No person authorized under the terms herein to receive access to documents, information, or testimony designated as CONFIDENTIAL shall be granted access until such person has complied with the requirements set forth in Paragraph 5 of this Order.

16. Any person to whom disclosure or inspection is made in violation of this Order shall be bound by the terms of this Order.

17. Upon entry of a final order in this proceeding and conclusion of any appeals resulting from such an order, except as to the Attorney General and TPUC, all the filings, exhibits and other materials and information designated CONFIDENTIAL or PROTECTED SECURITY MATERIALS and all copies thereof shall be returned to counsel of the Producing Party within fifteen (15) days. Notwithstanding any provision herein to the contrary, the requirement of this paragraph shall become operative immediately upon any intervenor who withdraws or otherwise ceases to be a party to the case, even though the case itself may continue to be pending. Subject to the requirements of Paragraph 8 above, the TPUC shall retain copies of information designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS as may be necessary to maintain the record of this case intact. Counsel who received the filings, exhibits and other materials, designated as CONFIDENTIAL or PROTECTED SECURITY MATERIALS shall certify to counsel for the Producing Party that all the filings, exhibits and other materials, plus all copies or extracts, notes or memorandums from the filings, exhibits and other materials, and all copies of the extracts from the filings, exhibits and other materials thereof have been delivered to counsel for the Producing Party or destroyed and that with respect to any electronic copies of CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS received or mentioned by the receiving party, all reasonable efforts have been undertaken to eliminate said information. If any electronic CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS cannot be eliminated through the use of reasonable efforts, any such remaining materials shall be subject to the continuing restrictions contained in paragraph eighteen (18) of this Order.

18. After termination of this proceeding, the provisions of this Order relating to the confidential nature of CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS, information and testimony shall continue to be binding upon parties herein and their officers, employers, employees, agents, and/or others unless this Order is vacated or modified or is supplanted by an order of the court or courts before which is pending a challenge to any order entered in this proceeding.

19. Nothing herein shall prevent entry of a subsequent order, upon an appropriate showing, requiring that any documents, information or testimony designated as CONFIDENTIAL shall receive protection other than that provided herein.

20. In addition to the other provisions of this Order, Sontara Old Hickory, Inc. ("the Company") may designate and label as "PROTECTED SECURITY MATERIALS" documents and information related to security measures undertaken to protect public health and safety. The Company shall provide access to PROTECTED SECURITY MATERIALS to TPUC Directors and members of the staff of the TPUC and further only to authorized representatives of the Intervenors in this docket.

21. The Company shall provide access to an authorized representative to PROTECTED SECURITY MATERIALS only after such authorized representative has executed a Nondisclosure Statement in the form of that attached to this Order and provided a copy to the Company. Except, with consent of the Company: (i) access shall be at the offices of the Company or its counsel of record and under supervision of the Company; (ii) PROTECTED SECURITY MATERIALS shall not be removed from the offices of the Company or its counsel; (iii) no copies shall be provided to an authorized representative except as provided herein. Authorized representatives may make notes or memoranda from a review of the PROTECTED

SECURITY MATERIALS and may remove such notes and memoranda. In all other respects such notes and memoranda shall remain PROTECTED SECURITY MATERIALS and subject to the provisions hereof. PROTECTED SECURITY MATERIALS shall be used only to assist TPUC staff or any other party to prepare for and to try this proceeding and shall not be used for any other purpose in this or any other jurisdiction.

22. Except as provided in this Order, the contents of PROTECTED SECURITY MATERIALS to which the TPUC staff or other party is given access, and any notes, memoranda, or any form or information or opinions regarding or derived from the PROTECTED SECURITY MATERIALS shall not be disclosed to anyone other than an authorized representative in accordance with the Order, except that an authorized representative may disclose his or her conclusions or findings solely within, and for the purposes of, this proceeding and in accordance with this Order. PROTECTED SECURITY MATERIALS shall not otherwise be published, disclosed or divulged except as expressly provided herein. The TPUC Directors, TPUC staff and any other party shall treat all notes memoranda or opinions regarding or derived from the PROTECTED SECURITY MATERIALS as confidential and shall keep them in a secure location with access limited to an authorized representative, and the contents of PROTECTED SECURITY MATERIALS and any information derived from them shall be considered highly confidential, and shall not be deemed public records. The TPUC staff, any party, Hearing Officer, or the TPUC Directors may discuss any position or conclusion regarding security expenditures and testimony in briefs, orders, pleadings, or hearings in this proceeding without disclosing protected information to the public in accordance with this Order.

23. The Attorney General and his staff have authority to enter into Nondisclosure Agreements pursuant to Tenn. Code Ann. § 65-4-118 which are consistent with state and federal law, regulations and rules.

24. The Attorney General and his staff agree to keep CONFIDENTIAL INFORMATION in a secure place and will not permit them to be seen by any person who is not an employee of the State of Tennessee, the Office of Attorney General and Reporter, or a person who has not signed a Nondisclosure Agreement.

25. The Attorney General and his staff may make copies of CONFIDENTIAL INFORMATION or any portion thereof. To the extent permitted by state and federal law, regulations and rules, all notes utilizing supporting information shall be subject to the terms of this Order to the extent factual assertions are derived from the supporting information.

26. To the extent permitted by state law, the Attorney General will provide timely notice of filing or disclosure in the discharge of the duties of the Office of the Attorney General and Reporter, pursuant to Tenn. Code Ann. § 10-7-504(a)(5)(C) or any other law, regulation or rule, so that the Company may take action relating to disclosure.

27. CONFIDENTIAL INFORMATION is subject to this Protective Order, which is entered pursuant to the Tennessee Rules of Civil Procedure. If any person or entity subject to this Protective Order receives a request or subpoena seeking the disclosure or production of information labeled as "CONFIDENTIAL INFORMATION" by a party, such person or entity shall give prompt written notice to the TPUC Hearing Officer and the party within not more than five (5) days of receiving such a request, subpoena or order and: (i) shall respond to the request, subpoena or order, in writing, stating that the CONFIDENTIAL INFORMATION is protected pursuant to this Protective Order; and (ii) shall not disclose or produce such CONFIDENTIAL

INFORMATION unless and until subsequently ordered to do so by a court of competent jurisdiction. This Protective Order shall operate as an exception to the Tennessee Public Records Act, as set forth in the language of Tenn. Code Ann. § 10-7- 503(a) ". . . unless otherwise provided by state law." (See, e.g., Ballard v. Herzke, 924 S.W.2d 652 (Tenn. 1996); Arnold v. City of Chattanooga, 19 S.W.3d 779 (Tenn. Ct. App. 1999) (holding that "state law" includes the Tennessee Rules of Civil Procedure)). Because this Protective Order is issued pursuant to the Tennessee Rules of Civil Procedure, this Order creates an exception to any obligations of the Attorney General, including attorneys and members of theirs, as to the Public Records Act and other open records statutes as to CONFIDENTIAL INFORMATION. In the event that any court of competent jurisdiction determines in the course of a lawsuit brought as a result of a person's or entity's fulfillment of the obligations contained in this paragraph that information designated as "CONFIDENTIAL INFORMATION" by a party is not CONFIDENTIAL INFORMATION as defined in paragraph 1 of this Protective Order, then the party designating the information as "CONFIDENTIAL INFORMATION" shall be responsible for all costs associated with or assessed in the lawsuit. This Protective Order acknowledges the role and responsibilities of the Attorney General and the Attorney General's staff, as set forth in Title 8, Chapter 6 of the Tennessee Statutes, beyond the duties associated with the Consumer Advocate and Protection Division, as prescribed in Tenn. Code Ann. § 65-4-118. This Protective Order is not intended to conflict with the Attorney General's role and responsibilities, especially the investigative functions, as set forth in Title 8, Chapter 6. For there to be compliance with this Protective Order, any CONFIDENTIAL INFORMATION shared outside of the Consumer Advocate and Protection Division must be provided the full and complete protection afforded other confidential or protected information in the control and custody of the Attorney General.

28. The designation of any information, documents or things in accordance with this Order as constituting or containing confidential or proprietary information the Attorney General's, or their respective staff's, treatment of such material as confidential or proprietary in compliance with this Order is not an admission or agreement by the Attorney General, or their respective staff, that the material constitutes or contains confidential commercial information or trade secret information and shall not be deemed to be either a waiver of the right to challenge such designation or an acceptance of such designation. The Company agrees to designate information, documents or things provided to the Attorney General as confidential commercial information or trade secret if it has a good faith basis for the claim. The Company will upon request of the Attorney General, or their respective staff, provide a written explanation of the details, including statutory authority, that support its confidential commercial information or trade secret claim within five (5) days of a written request. The Company also specifically agrees that it will not designate any documents as CONFIDENTIAL INFORMATION or label such documents as "CONFIDENTIAL" if the documents:

(a) have been distributed to the public, consumers or others, provided that proprietary customer information provided by the Company to its customers or their marketers may be designated as CONFIDENTIAL INFORMATION; or

(b) are not maintained by the Company as confidential commercial information or trade secrets or are not maintained by the Company as proprietary customer information.

29. Nothing in this Order shall prevent the Attorney General from using the CONFIDENTIAL INFORMATION received for investigative purposes in the discharge of the

duties of the Office of the Attorney General and Reporter. Additionally, nothing in this Order shall prevent the Attorney General from informing state officials and third parties of the fact of an investigation, as needed, to conduct the investigation. Without limiting the scope of this paragraph, nothing in this Order shall prevent the Attorney General from contacting consumers whose names were provided by the Company or from discussing with any consumer any materials that he or she allegedly received from the Company or confirming that a consumer actually received the materials, to the extent that the Attorney General or his staff does so in a manner that complies with the provisions of this Order.

30. The terms of the foregoing paragraphs 23 through 29 do not apply to PROTECTED SECURITY MATERIALS as set forth in paragraphs 20-22 of this Order. PROTECTED SECURITY MATERIALS shall be treated in accordance with paragraphs 20-22.

31. All information, documents and things designated as CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS and produced in accordance with this Order may be disclosed in testimony or offered into evidence at any TPUC or court hearing, trial, motion or proceeding of this matter, subject to the provisions of this Order, including paragraph 9, and the applicable Rules of Evidence. The party who produced the information, documents and things designated as CONFIDENTIAL INFORMATION or PROTECTED SECURITY MATERIALS agrees to stipulate to the authentication of such information, documents and things in any such proceeding.

32. Nothing in this Order is intended to restrict or alter federal or state laws, regulations or rules.

33. Any person who has signed a Nondisclosure Statement or is otherwise bound by the terms of this Order shall continue to be bound by this Order and/or Nondisclosure Statement even if no longer employed or engaged by the TPUC or Intervenors.

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE

IN RE:	)	
	)	
PETITION OF SONTARA OLD	)	
HICKORY, INC. FOR APPROVAL OF	)	**DOCKET NO. _____**
AN ASSET PURCHASE AGREEMENT	)	
AND FOR THE ISSUANCE OF A	)	
CERTIFICATE OF PUBLIC	)	
CONVENIENCE AND NECESSITY	)	

NONDISCLOSURE STATEMENT

I have reviewed the Protective Order entered in the above-captioned matter and agree to abide and be bound by its terms. I understand that unauthorized disclosure of information or documents labeled "CONFIDENTIAL" or "PROTECTED SECURITY MATERIALS" will be a violation of the Protective Order.

_____ _____

DATE NAME

STATE OF _____ _____)

COUNTY OF _____)

Personally appeared before me, _____, a Notary Public, _____, with whom I am personally acquainted, who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of _____, 2019.

_____

NOTARY PUBLIC

My Commission Expires:_____