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March 4, 2020

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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:

Pursuant to the Commission's *Order Approving Asset Purchase Agreement and Granting Certificate of Convenience and Necessity* in the above-captioned matter, please find enclosed for filing the following attachments: (1) the deed and easements for all the land and entitlement to ownership rights to the system, including the confirmation of easement transfer agreement; (2) a final signed copy of the Asset Purchase and Sale Agreement with executed exhibits and related amendments; (3) the Mutual Confidential Disclosure Agreement executed by the parties, relating to the Asset Purchase and Sale Agreement; (4) a final copy of the TDEC issued NPDES permit; and (5) a revised tariff, which specifies the specific customers being served by Sontara's CCN. Please note that Attachments 2 and 3 are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY.** Additionally, the Exhibits to Attachment 5 are also being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. As required, an original of this filing, along with four (4) hard copies, will follow.

As always, please do not hesitate to contact me or Madison Keyes if you have any questions.

Very truly yours,

BUTLER SNOW LLP

Melvin J. Malone

MJM:mcb
cc: Daniel Whitaker, III, Assistant Attorney General, Consumer Advocate Unit
Karen H. Stachowski, Assistant Attorney General, Consumer Advocate Unit

The Pinnacle at Symphony Place
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ATTACHMENT 1

EASEMENT TRANSFER

In connection with the Asset Purchase and Sale Agreement dated August 6, 2019 by and between DUPONT SPECIALTY PRODUCTS USA, LLC, successor-in-interest to E.I. du Pont de Nemours and Company ("**DuPont**") and SONTARA OLD HICKORY ("**Sontara**"), DuPont has transferred and assigned to Sontara certain assets relating to its utilities, water systems and waste water systems, including its rights and obligations under easements with the Department of the Army, including the following easement:

- Easement No. DACW62-2-11-0065 for a 36" wood stave sewer pipeline located on Old Hickory Lock and Dam Project, Nashville District, Davidson County, Tennessee, Tracts A-140-1, A143 and Lock 3 upon .79 +/- acres, dated April 14, 2009, between Department of the Army and DuPont (the "**Easement**")

The assignment of the Easement to Sontara is effective as of November 4, 2019 (the "**Closing Date**"). As of the Closing Date and in accordance with the Purchase Agreement, Sontara will be bound by and shall assume and discharge all of DuPont's obligations under the Easement related to the period from and after the Closing Date.

Signature Pages Follow

IN WITNESS WHEREOF, the parties have executed and delivered this agreement as of Nov. 19, 2019.

SELLER:

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____
Name: _____
Title: **Namit Jain-Senior Manager Strategic Planning and Global Real Estate**

State of Delaware

County of New Castle

Personally appeared before me, Namit Jain, of DuPont Specialty, a Real Est. Mgr, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 19 day of November, 2019.

Lauren Kay McCloskey
Notary's Signature

My commission expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

BUYER:

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: V.P Operations

State of Tennessee

County of Davidson

Personally appeared before me, James W. Lough, V.P. Operations of Sontara Old Hickory, Inc., a TN Incorporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 25th day of November, 2019.

_____
Notary's Signature

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My commission expires: 11/08/2021

CORPORATE CERTIFICATE

I, James Sager, certify that I am the Secretary of the corporation named herein; that James W. Lough who signed the foregoing instrument on behalf of the corporation was then V.P. of Operations of the corporation. I further certify that the said officer was acting within the scope of the powers delegated to this officer by the governing body of the corporation in executing said instrument.

Date 11/27/2019

_____
Corporate Secretary or other appropriate officer

{*Corporate Seal*}

SPECIAL WARRANTY DEED		Karen Johnson Davidson County Batch# 310427 DEEDWARRSP 11/04/2019 04:07:30 PM 13 pgs Fees: $68.00 Taxes: $6,382.50 20191104-0113812

THIS INSTRUMENT PREPARED BY
Christy Z. Donati, Esquire, E. I. du Pont de Nemours and Company
Chestnut Run Plaza 721/2210, 974 Centre Road, Wilmington, DE 19805

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
Sontara Old Hickory, Inc. 326 Swinging Bridge Road Old Hickory, TM 37138	Same	A Portion of Map/Parcel No. 04400002500

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 SONTARA OLD HICKORY, INC., a Delaware corporation ("Grantee"), a certain tract of land located in Davidson County, Tennessee and described as follows (the "Property"):

See attached Exhibit A

SUBJECT TO the Land Use Restrictions recorded in Davidson County land records on August 5, 2019 as Instrument Number 20190805-0076970.

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, except as might be approved by Grantor and the Tennessee Department of Environment and Conservation, each acting in its sole discretion.

ALSO SUBJECT TO the matters set forth on Exhibit B. Grantor will only warrant and forever defend the right and title to the Property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

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.

IN WITNESS WHEREOF, Grantor, DUPONT SPECIALTY PRODUCTS USA, LLC, by its duly authorized signatory, has hereunto set its hand and seal on the date of acknowledgment below, to be effective as of November 4, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____ (SEAL)
Name: ~~Namit Jain-Senior Manager~~
Title: ~~Strategic Planning and~~ Global Real Estate

* * * *

STATE OF Temessee

COUNTY OF Davidson

The actual consideration for this transfer is $1,725,000.00.

SONTARA OLD HICKORY, INC.

By: _____

Name: James W Lough

Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

My Commission Expires: May 03, 2021

JENNA K JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

PPAB 5207403v1

Exhibit "A"

Legal Description

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=1773876.40, 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 5.30 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 155.27 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 N02-07-32E for 86.86 feet; thence along the arc of a non-radial curve to the left having a radius if 49.04 feet, an arc length of 31.66 feet 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 S01-27-13W for 155.27 feet to the point of beginning.

Containing 0.74 acres (32,501 square feet), 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=1773876.40, 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 5.30 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 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 5.42 acres, more or less.

PARCEL B-1 (Water System)

Beginning at 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 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 N87-15-24E 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-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 S89-10-34E 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.

PARCEL C-1 (Retention Pond Area)

Beginning at Designated Point "D"; thence S89-05-50E for 591.66 feet; thence S00-54-38W for 337.69 feet; thence S67-08-11W 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 S80-23-33E 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 N74-54-37W for 59.21 feet; thence N35-16-48E for 106.77 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 S42-48-45E 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.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

Exhibit "A"

Permitted Exceptions

1. Taxes for the year 2019, not yet due and payable.

2. Conveyance to Nashville Industrial Corporation of record in Book 1557, Page 291, in the Register's Office for Davidson County, Tennessee.

3. Contract to the Electric Power Board of the City of Nashville of record in Book 1582, Page 93, in the Register's Office for Davidson County, Tennessee.

4. Conveyance to Metropolitan Government of Nashville and Davidson County of record in Book 3709, Page 11, in the Register's Office for Davidson County, Tennessee.

5. Permanent Easement and Temporary Construction Easement and Right of Entry for Temporary Construction of record in Book 10395, Page 62, in the Register's Office for Davidson County, Tennessee.

6. Right of Way Deed for Highway Purposes of record in Book 5593, Page 261, in the Register's Office for Davidson County, Tennessee.

7. Deed to the United States of America of record in Instrument No. 20020509-0057539, in the Register's Office for Davidson County, Tennessee.

8. Deed for an Easement for Sewer Line to Old Hickory Utility District of Davidson County of record in Book 7663, Page 156, in the Register's Office for Davidson County, Tennessee.

9. Lease between E. I. du Pont de Nemours and Company and Old Hickory Employees Credit Union of record in Book 7108, Page 546, in the Register's Office for Davidson County, Tennessee.

10. Easements reserved in the deed of record in Book 576, Page 664, in the Register's Office for Davidson County, Tennessee.

11. Easements and reservations contained in the deed of record in Book 735, Page 417, in the Register's Office for Davidson County, Tennessee.

12. Easements, conditions and restrictions contained in the deed of record in Book 1018, Page 190, modified by release of record in Book 7088, Page 873, in the Register's Office for Davidson County, Tennessee.

13. Easement Agreement of record in Book 7071, Page 310, amended in Instrument No. 20081105-0110224 and in Instrument No. 20100607-0044005, said Register's Office.

14. Easements reserved in the deed of record in Book 8128, Page 368, in the Register's Office for Davidson County, Tennessee.

15. Subject to a street closing and any easement(s) retained in of record in Ordinance No. 66-739, filed with the Metropolitan County Clerk's Office for Davidson County, Tennessee.

16. Title to that portion of the premises embraced within the bounds of any streets, roads or highways.

17. Rights, restrictions, covenants, agreements, exceptions and easements contained in Deed to the United States of America of record in Book 2446, Page 608, in the Register's Office for Davidson County, Tennessee.

18. Easements and reservations contained in Deed of record in Book 735, Page 417, Register's Office for Davison County, Tennessee.

19. Right of Way Deed of record in Book 1853, Page 175, Register's Office for Davison County, Tennessee.

20. Water (Riparian Rights) -
(a) the rights of upper and lower riparian owners to the free and unobstructed flow of the water of the Cumberland River and Old Hickory Lake without diminution or pollution and the consequence of any past or future change in the location of the Cumberland River and Old Hickory Lake;
(b) riparian rights incident to premises;
(c) rights of upper and lower riparian owners in and to the waters of the Cumberland River and Old Hickory Lake crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution;
(d) any enlargement or loss of land by reason of avulsion, accretion, or reliction, and questions of ownership caused by subsequent rebuilding or reformation of land.

21. Subject to the rights of the United States of America, other governmental entities, and the public in that part of the land, if any, lying within the bounds of the Cumberland River and Old Hickory Lake.

22. Easement for railroad rights-of-way affecting the premises.

23. Easements and Agreements identified on Property Map Old Hickory Plant, prepared by J.A. Santos, dated 05/28/1975, including the following:
a. Right of way for pole and anchor (Electric Power Board -11/21/30)
b. Right of way (Tennessee Natural Gas Lines, Inc.- 6/14/57) for:
    1. 8 " gas line
    2. Regulator hose
    3. 4" gas line
c. Right of way for 8" gas line relocated (Tennessee Natural Gas Lines, Inc - 6/10/58)

d. Right of way for electric lines and sub-station (Electric Power Board Lines, Inc. - 12/15/58)
e. Right of way for 4" gas lines - amends grant of 6/14/57 (Tennessee Natural Gas Lines, Inc. - 1/6/60)
f. Right of way for for metering station - amends grant of 6/14/57 (Tennessee Natural Gas Lines, Inc.- 2/21/61)
g. Amends grant of 6/14/57 (Tennessee Natural Gas Lines, Inc., 6/4/63), as amended:

1. Relocates regulator house
2. Grants new right of way
3. Releases part of old right of way
4. Increases pipe size to 10"

h. Right of way for electric lines and 150' x 160' sub-station (Electric Power Board - 3/23/64)
i. 2 parcels of land for parking near Lakeside recreation area - 3.08 Ac. & 3.21 Ac. (Leased to Metropolitan Government 8/17/64)
j. Amends grant of 12/15/58 to relocate electric line (Electric Power Board 11/29/66)
k.129.47 Acres for golf course and country club (leased to Old Hickory Golf Club, Inc. 1/16/67)
l. Amends grant of 6/14/57, as amended 1/6/60 to relocate 4" gas line (Tennessee Natural Gas Line, Inc. 3/7/67)
m. 16.9 acres for parking and recreation purposes (leased to Metropolitan Government 8/17/67)

24. Easement of record in Instrument No. 20160801-0079225, in the Register's Office for Davidson County, Tennessee.

25. Easement of record in Instrument No. 20170126-0008751, in the Register's Office for Davidson County, Tennessee.

26. Non-Exclusive Access and Utility Easement Agreement of record in Instrument No. 20170413-0036337, in the Register's Office for Davidson County, Tennessee.

27. Declaration of Access Easement of record in Instrument No. 20170718-0072289, in the Register's Office for Davidson County, Tennessee.

28. Gate Operation Easement Agreement of record in Instrument No. 20170810-0081923, in the Register's Office for Davidson County, Tennessee.

29. Electrical Easement Agreement of record in Instrument No. 20170810-0081924, in the Register's Office for Davidson County, Tennessee.

30. Fire Protection Easement Agreement of record in Instrument No. 20170810-0081925, in the Register's Office for Davidson County, Tennessee.

31. Memorandum of Ground Lease by and between E. I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation ("DUPONT") and JACOB HOLM & SONNER HOLDING A/S ("PARENT"), and SONTARA OLD HICKORY, INC. (formerly JACOB HOLM OPCO INC.), a Delaware corporation ("SUBSIDIARY" and together with Parent, "TENANT"), dated

December 28, 2016, of record in Instrument No. 20170228-0019748, Register's Office for Davidson County, Tennessee; and terms and provisions of the underlying subject lease.

32. Non-Exclusive Access and Utility Easement Agreement of record in Instrument No. 20180521-0048539, in the Register's Office for Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

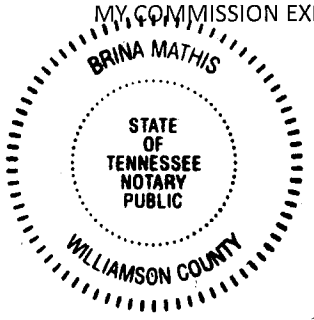
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Return After Recording To:
AND PREPARED BY:
Parker, Poe, Adams & Bernstein, LLP (AGD)
401 South Tryon Street, Suite 3000
Charlotte, NC 28202

Karen Johnson Davidson County
Batch# 310427 ESMT
11/04/2019 04:07:30 PM 18 pgs
Fees: $92.00 Taxes: $0.00
20191104-0113813

Limitation of Seller's Rights under Declaration of Access Easement

This "**Declaration**" is made effective as of November 4, 2019, by Sontara Old Hickory, Inc. (f/k/a Jacob Holm Opco Inc.), a Delaware corporation ("**Sontara**"), and DuPont Specialty Products USA, LLC, a Delaware limited liability company ("**DuPont**").

A. On or about the date of this Declaration, DuPont is transferring to Sontara the real property in Davidson County, Tennessee described on Exhibit A ("**Sontara Property**")[1].

B. Following transfer of the Sontara Property, DuPont will retain the real property in Davidson County, Tennessee described on Exhibit B ("**DuPont Property**"). [A map of the Sontara Property and DuPont Property is attached as Exhibit C.]

C. The Sontara Property and the DuPont Property are subject to the Declaration of Access Easement dated July 5, 2017 ("**Access Easement**"), by E.I. Du Pont De Nemours and Company, a Delaware corporation, and recorded as Document Number 20170718-0072289 in the Official Public Records of Davidson County, Tennessee.

D. Pursuant to the Access Easement, DuPont has certain rights to access and traverse certain roads ("**Sontara Access Roads**") across the Sontara Property, and Sontara has certain rights to access and traverse certain roads ("**DuPont Access Roads**") across DuPont Property.

For valuable consideration, Sontara and DuPont agree as follows:

1. Cost-Sharing for Increased Use and Gates.

(a) Any current or future owner of any portion of the Sontara Property or the DuPont Property, as applicable, may charge any Future Owner or Occupant (as defined in Section 2 below) its proportionate share of extraordinary maintenance and repair costs of any Sontara Access Roads or DuPont Access Roads, as applicable, located on such owner's portion of the Sontara Property or the DuPont Property, as applicable, to the extent such Future Owner or Occupant uses such owner's Sontara Access Roads or DuPont Access Roads, as applicable, in a manner that is materially different from the use of such owner's Sontara Access Roads or DuPont Access Roads, as applicable, at any time prior to the date of this Declaration. For purposes of this Section 1(a), "extraordinary maintenance and repair costs" means actual and direct costs for maintenance and repairs which are necessitated by the use of such Sontara Access Roads or DuPont Access Roads, as applicable, in the manner described in the immediately preceding sentence and does not include costs associated with normal wear and tear on such owner's Sontara Access Roads or DuPont Access Roads, as applicable. Materially different includes materially increased usage as compared to the usage at any time within the five (5) years preceding the date of this Declaration, and the increase of wear and tear due to the materially different use is an "extraordinary maintenance and repair cost" for purposes of this Section 1(a).

(b) Subject to applicable law, to the extent any Future Owner or Occupant requests access to or use of any gate located on the Sontara Property or the DuPont Property, as applicable, which

[1] NTD: This Exhibit A will show parcels B and C.

any current or future owner of any portion of the Sontara Property or the DuPont Property, as applicable, may charge to such Future Owner or Occupant for the incremental actual and direct costs of operating and staffing such access gate on such owner's portion of the Sontara Property or the DuPont Property, as applicable, to the extent directly resulting from such Future Owner or Occupant's requested use of any such gate on the applicable portion of the Sontara Property or the DuPont Property, as applicable, in each case excluding any Existing Occupant.

2. Application to Future Owners and Occupants Only. The right of any current or future owner of any portion of the Sontara Property or the DuPont Property, as applicable, to charge for a share of costs as set forth in Section 1 above will not apply to (a) DuPont as the current owner and occupant of the DuPont Property, (b) Sontara as the current owner and occupant of the Sontara Property and its successors and assigns, and (c) (i) Fiberweb, LLC; (ii) 3M Company; (iii) R.J. Corman, Nashville & Eastern Corporation Railroad; (iv) Midwest Transportation Resources; and (v) United Propane Gas and, with respect to those under subpart (c), each of their respective successors and assigns (each a **"Existing Occupant"** and collectively, the **"Existing Occupants"**). The term **"Future Owner or Occupant"** means (x) any successor in title to DuPont as to the DuPont Property and (y) any future occupant of any portion of the DuPont Property.

3. No Conflict with Access Easement. Section 1 of this Declaration is an addition to Section 3.01 of the Access Easement. For the avoidance of doubt, this Declaration sets forth a cost sharing obligation solely with respect to the Sontara Property and the DuPont Property and the remainder of the property subject to the Access Easement is not affected by this Declaration.

4. Miscellaneous.

(a) *Binding Effect.* Subject to paragraph 2 herein, the Sontara Property and the DuPont Property shall each be held, sold and conveyed subject to the terms of this Declaration. This Declaration runs with the land and binds and benefits Sontara and its successors and assigns (including any subsequent owners of any portion of the Sontara Property), and DuPont and its successors and assigns (including any subsequent owners, tenants and occupants of any portion of the DuPont Property).

(b) *Enforcement.* Each party to this Declaration may enforce the terms of this Declaration against any person or entity violating or attempting to violate this Declaration and may enter into proceedings at law or in equity to restrain a violation and to recover damages for a breach or violation. No delay or failure by any party to this Declaration to invoke an available remedy with respect to a violation of this Declaration will be held to be a waiver of any right available upon the recurrence or continuance of that violation or the occurrence of a different violation. This Declaration is governed by Tennessee law.

(c) *Amendment.* This Declaration may be amended only by an amendment executed by all the then-current owners of the Sontara Property and the DuPont Property and recorded in the Official Public Records of Davidson County, Tennessee.

(d) *Private Agreement.* This Declaration does not grant any rights to the public in general.

(e) *Notices.* Any notice, consent or other communication permitted or required by this Declaration shall be in writing, and shall be effective if delivered to the addresses set forth in then-current tax records of Davidson County, Tennessee, in the following manner (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each notice shall be deemed to have been given upon

receipt, refusal to accept delivery, or attempted delivery made impossible to consummate for reasons outside the reasonable control of the delivery agent.

[Signature pages follow]

The parties have executed this Declaration as of the effective date stated above.

Sontara Old Hickory, Inc.,
a Delaware corporation

By: _____
Name: James W Lough
Title: V.P Operations

State of Tennessee

County of Davidson

Personally appeared before me, James Lough, of Sontara Old Hickory, Inc., a Delaware corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 30TH day of October, 2019.

_____
Notary's Signature

My commission expires:

May 03, 2021

JENNA K JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

201911040113813

DuPont Specialty Products USA, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title: **~~Namit Jain-Senior Manager~~**
Strategic Planning and
Global Real Estate

State of Delaware

County of New Castle

Personally appeared before me, Namit Jain, of DuPont Specialty Products USA, LLC, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 29 day of October, 2019.

Lauren Kay McCloskey
Notary's Signature

My commission expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

Exhibit A

Sontara Property

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 S22-3854W for 3.97 feet; thence S01-27-13W for 155.27 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 N02-07-32E for 86.86 feet; thence along the arc of a non-radial curve to the left having a radius if 49.04 feet, an arc length of 31.66' and being subtended by a chord bearing N23-5548W for 31.11 feet; thence N88-30-23W for 171.52 feet; thence S01-53-26W for 20.70 feet; thence S2238-54W for 3.97 feet; thence S01-27-13W for 152.77 feet to the point of beginning.

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

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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-1 (Water System)

Beginning at 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 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 S02-3959W for 36.39 feet; thence S34-54-38E for 34.02 feet; thence S 80-23-33E for 50.65 feet; thence N71-3515E for 42.82 feet; thence N55-57-27E for 173.65 feet; thence N87-15-24E for 256.14 feet; thence S00

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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-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 S89-10-34E 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 S6544-33W 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.

PARCEL C-1 (Retention Pond Area)

Beginning at Designated Point "D"; thence S89-05-50E for 591.66 feet; thence S00-54-38W for 337.69 feet; thence S67-08-11W 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 S34-5438E for 34.02 feet; thence S80-23-33E for 50.65 feet; thence N71-35-15E for 42.82 feet; thence N55-5727E 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 N8347-48E 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

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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 S7031-16W 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 S45-5929W for 30.01 feet; thence S42-48-45E 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 B

DuPont Property

Tract 1

Beginning at 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, on the Northeast right of way line of Swing Bridge Road with TN Grid Coordinates (N=706475.95, E=1773000.78); thence with the Northeast right of way line of Swing Bridge Road the following six (6) courses to wit: (1) N 4408-51- W for 785.94 feet to a point; (2) N 44-08-51 W for 1238.76 feet to an iron pin; (3) 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; (4) 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; (5) N 44-08-50 W for 92.58 feet to an iron pin; (6) 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 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; 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 Old Hickory Reservoir; thence along the boundary of the Old Hickory Reservoir the following twenty-eight (28) 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; thence a new line thence N 50-46-37 W for 128.41 feet; thence S 50-40-20 W for 365.20 feet; thence S 68-49-52 W for 110.52 feet; thence S 48-45-37 W for 78.69 feet; thence S 65-35-03 W for 38.11 feet; thence S 87-48-01 W for 27.36 feet; thence S 61-51-10 W for 33.40 feet; thence S 2116-33 W for 20.29 feet; thence S 70-28-38 W for 188.57 feet; thence N 87-25-42 W for 151.07 feet; thence S 66-35-03 W for 151.85 feet; thence N 88-15-52 W for 59.45 feet; thence S 70-31-16 W for 53.54 feet; thence S 82-37-25 W for 57.26 feet; thence N 66-49-43 W for 63.92 feet; thence S 76-27-03 W for 31.64 feet; thence S 41-29-34 W for 83.85 feet; thence S 28-00-52 W 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 S 42-28-07 W for 399.37 feet; thence S 56-55-23 W 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 S 75-29-08 W for 194.19 feet; thence N 85-57-06 W for 36.53 feet; thence N 03-45-06 E for 71.18 feet; thence N 33-06-09 W for 153.27 feet; thence N 46-17-50 E for 452.68 feet; thence N 44-23-29 E for 509.77 feet; thence N 43-57-17 W for 727.74 feet; thence S 45-00-50 W for 963.10 feet; thence N 43-59-55 W for 57.33 feet; thence S 46-38-28 W for 262.26 feet;

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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 S 86-14-31 W for 127.49 feet; thence S 44-12-18 E for 863.12 feet; thence S 45-44-02 W for 74.81 feet to a nail at a common corner of the lands of aforesaid Old Hickory Transload; thence with the lands of Old Hickory Transload the following two (2) courses to wit: (1) along the arc of a non-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; (2) N 44-09-31 W for 292.10 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 eight (8) courses to wit: (1) N 44-09-31 W for 843.71 feet to a nail; (2) 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; (3) S 45-39-56 W for 524.20 feet to a MAG Nail; (4) S 44-03-45 E for 562.38 feet to a nail; (5) S 45-56-17 W for 247.62 feet to a MAG Nail; thence S 44-08-20 E for 49.50 feet; thence along the arc of a curve to the right having a radius of 323.71 feet, an arc length of 233.21 feet and being subtended by a chord bearing S 23-30-01 E for 228.20 feet; thence S 02-52-03 E for 119.82 feet to a MAG Nail at a common corner of the lands of aforesaid Old Hickory Transload; thence with the lands of Old Hickory Transload the following two (2) courses to wit: (1) S 02-52-03 E for 311.56 feet to a nail; (2) S 45-51-10 W for 251.56 feet to the Point of Beginning.

LESS & EXCEPTING the Contingency Basin Parcel, being more particularly described as follows:

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 S45-5929W 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.

Containing 232.20 acres, more or less.

Tract 2

Beginning at a point on the Northeastern right of way line of Old Hickory Boulevard and having TN Grid Coordinates (N= 705388.89, E= 1774055.95); thence leaving said right of way line N 46-25-04 E for 13.64 feet; thence N 10-03-52 W for 182.39 feet; thence N 35-35-44 E for 40.28 feet; thence N 45-12-11 W for 32.93 feet; thence N 47-50-27 E for 232.82 feet; thence N 53-47-48 E for 269.84 feet; thence N 51-52-46 E for 312.74 feet; thence S 89-05-50 E for 446.52 feet to a railroad spike at a common corner of the lands now or formerly of Barry Global as recorded in D.B. 20170413, Pg. 36338 & D.B. 20091125, Pg. 108548, Registry of Davidson County, Tennessee; thence with the lands of Berry Global the following eight (8) courses to wit: (1) S 00-34-23 W for 64.40 to a railroad spike; (2) S 29-57-19 E for 249.32 fee to a point; (3) S 00-46-04 W for 18.80 feet to a railroad spike; (4) N 89-08-48 W for 521.68 feet to a railroad spike; (5) S 00-52-30 W for 721.58 feet to an iron pin with cap; (6) S 45-52-30-W for 97.34 feet to an iron pin with cap; (7) N 89-07-30 W for 198.59 feet to an iron pin with cap; (8) 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 412.67 feet to the Point of Beginning.

Containing 14.89 acres, more or less.

Tract 3

Beginning at a point on the Northern line of the lands now or formerly of Barry Global as recorded in D.B. 20170413, Pg. 36338 & D.B. 20091125, Pg. 108548, Registry of Davidson County, Tennessee and having TN Grid Coordinates (N= 706132.22, E= 1775325.79); thence N 00-54-10 E for 294.83 feet; thence N 89-05-50 W for 27.61 feet; thence N 00-00-00 E for 113.05 feet; thence N 04-01-17 E for 107.74 feet; thence N 53-54-59 E for 59.36 feet; thence N 84-09-06 E for 153.07 feet; thence N 04-33-18 W 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 N 23-53-53 E for 61.94 feet; thence N 52-21-05 E for 97.12 feet; thence N 55-52-30 E 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 N 36-42-35 E for 117.53 feet; thence N 17-32-41 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 N 27-44-57 E for 177.52 feet; thence N 37-57-14 E 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 N 44-58-19 E for 185.96 feet; thence ; thence N 51-59-23 E 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 N 81-13-31 E 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 N 71-41-09 E for 39.45 feet; thence along the common line of Tract 4 the following nine (9) courses to wit: (1) S 25-11-53 E for 69.56 feet; (2) along the arc of a curve to the right having a radius of 110.00 feet, an arc length of 27.87 feet and being subtended by a chord bearing S 17-56-24 E for 27.79 feet; (3) S 10-40-55 E for 196.55 feet; (4) S 28-25-05 E for 87.84 feet; (5) N 80-21-25 E for 510.88 feet; (6) N 46-30-20 E for 690.89 feet; (7) along the arc of a curve to the left having a radius of 75.00 feet, an arc length of 135.63 feet and being subtended by a chord bearing N 05-18-06 W for 117.89 feet; (8) N 57-06-31 W for 528.03 feet; (9) N 8011-08 W for 59.85 feet; thence N 20-37-17 E for 178.60 feet to a point on the boundary of the aforesaid Old Hickory Reservoir; thence along the boundary of the Old Hickory Reservoir the following twentyseven (27) courses to wit: (1) S 43-32-37 E for 80.35 feet to a concrete monument; (2) S 67-43-21 E for 101.83 feet to a point; (3) S 46-36-06 E for 200.37 feet to a point; (4) S 48-35-06 E for 487.72 feet to a Tpost; (5) S 39-26-45 E for 187.60 feet to a t-post; (6) S 50-38-41 E for 138.68 feet to a T-post; (7) S 23-1920 E for 132.51 feet to a T-post; (8) S 65-36-42 E for 156.36 feet to a concrete monument; (9) S 42-49-15 E for 105.23 feet to a point; (10) N 83-23-20 E for 114.40 feet to a point; (11) S 33-34-04 W for 105.08 feet to a concrete monument; (12) S 89-29-16 W for 349.93 feet to a concrete monument; (13) N 86-2740 W for 115.93 feet to a concrete monument; (14) N 68-08-40 W for 182.58 feet to a point; (15) N 0943-40 W for 134.00 feet to a point; (16) S 19-33-06 W for 138.00 feet to a concrete monument; (17) S 31-11-40 E for 294.50 feet to a point; (18) S 30-18-20 W for 4.62 feet to a point; (19) S 00-12-20 E for 27.00 feet to a point; (20) S 30-31-50 E for 20.00 feet to a point; (21) S 36-33-40 W for 277.86 feet to a concrete monument; (22) S 63-36-23 W for 262.22 feet to a concrete monument; (23) S 19-01-00 W for 197.57 feet to a concrete monument; (24) S 10-59-53 W for 186.00 feet to a point; (55) S 62-34-50 W for 82.70 feet to a concrete monument; (26) N 89-23-19 W for 162.38 to an iron pin with cap; (27) S 24-4010 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 ten (10) 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 8905-50 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 240.37 feet to the Point of Beginning.

Containing 60.59 acres, more or less.

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Tract 4

Beginning at a common corner with Tract 3 and having TN Grid Coordinates (N=707467.39, E=1773298.30); thence along the line of Tract 3 the following nine (9) courses to wit: (1) S 25-11-53 E for 69.56 feet; (2) along the arc of a curve to the right having a radius of 110.00 feet, an arc length of 27.87 feet and being subtended by a chord bearing S 17-56-24 E for 27.79 feet; (3) S 10-40-55 E for 196.55 feet; (4) S 28-25-05 E for 87.84 feet; (5) N 80-21-25 E for 510.88 feet; (6) N 46-30-20 E for 690.89 feet; (7) along the arc of a curve to the left having a radius of 75.00 feet, an arc length of 135.63 feet and being subtended by a chord bearing N 05-18-06 W for 117.89 feet; (8) N 57-06-31 W for 528.03 feet; (9) N 80-11-08 W for 59.85 feet; thence a new line S 60-03-50 W for 119.34 feet; thence S 41-34-51 W for 78.31 feet; thence S 83-47-48 W for 91.49 feet; thence S 36-57-55 W for 55.71 feet; thence S 06-07-52 W for 53.44 feet; thence S 63-21-37 W for 103.83 feet; thence S 09-35-31 E for 121.63 feet; thence S 5512-07 E for 157.26 feet; thence S 78-13-49 W for 197.37 feet; thence along the arc of a curve to the left having a radius of 180.00 feet, an arc length of 48.18 feet and being subtended by a chord bearing S 8542-49 W for 48.03 feet; thence S 75-02-45 W for 13.42 feet; thence N 89-09-05 W for 72.67 feet; thence S 25-17-38-W for 26.36 feet; thence S 04-15-13 E for 13.67 feet; thence along the arc of a curve to the left having a radius of 181.00 feet, an arc length of 59.50 feet and being subtended by a chord bearing S 42-19-41 W for 59.23 feet; thence S 32-54-38 W for 4.47 feet to the Point of Beginning.

Containing 14.63 acres, 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 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

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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 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.

Tract 9

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

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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 10

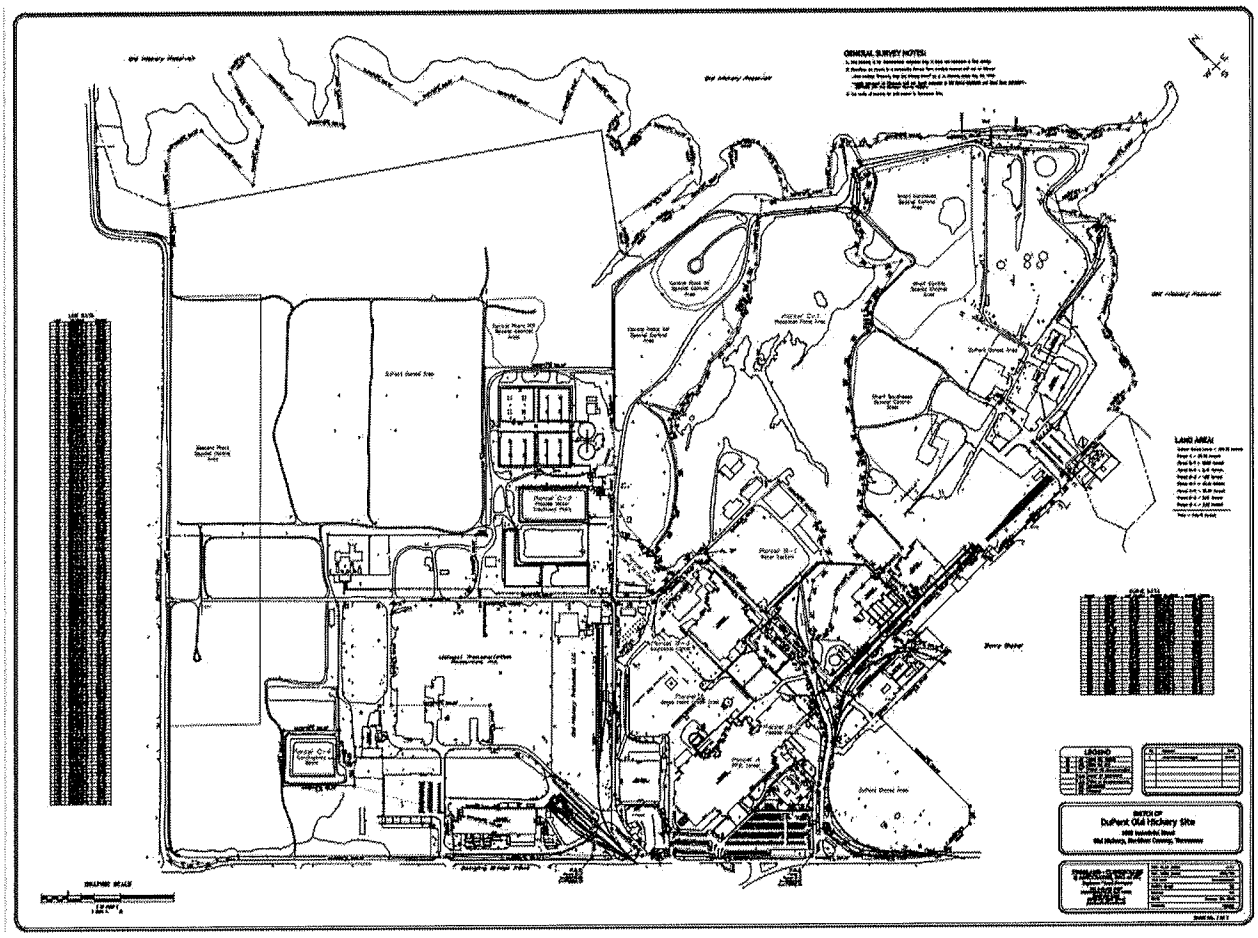
Beginning on a point at the intersection of the Northwest right of way line of Cinder road and the North east right of way line of Swinging Bridge Road with TN Grid Coordinates (N=710243.99', E=1769257.50'); thence with said Northeast right of way line of Swinging Bridge Road N 44-18-17 W for 865.78 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 4607-32 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.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

Exhibit C

Map of Sontara Property and DuPont Property



PPAB 5148379v5
6428572

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

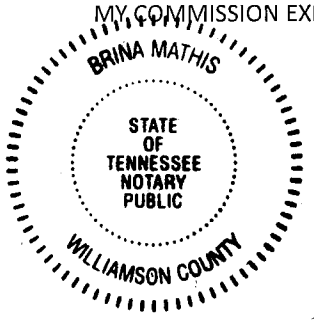
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311161 ESMT
11/05/2019 09:41:30 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20191105-0114078

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor)**, and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the chilled water lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove chilled water lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Chilled Water Line Easement No. 1

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 69-56-00 E for 1171.61 feet to the Point of Beginning; thence N 32-01-55 E for 32.47 feet; thence N 88-07-40 E for 158.25 feet to Designated Point "A"; thence S 29-57-19 E for 29.20 feet; thence S 87-46-08 W for 190.10 feet to the Point of Beginning.

Containing 0.11 acres (4,589 square feet), more or less.

Chilled Water Line Easement No. 2

Commencing from Designated Point "A"; thence N 50-49-19 E for 224.21 feet to the Point of Beginning; thence N 00-54-10 E for 32.51 feet; thence S 88-50-19 E for 31.00 feet; thence N 01-00-14 E for 116.12 feet; thence N 88-59-46 W for 23.66 feet; thence N 01-00-14 E for 24.23 feet; thence N 88-52-42 W for 7.59 feet; thence N 00-54-10 E for 28.73 feet; thence S 88-52-42 E for 51.30 feet; thence S 01-00-14 W for 8.73 feet; thence S 88-52-42 E for 21.98 feet; thence S 01-00-14 W for 85.88 feet; thence S 88-59-46 E for 9.50 feet; thence S 01-00-14 W for 74.48 feet; thence S 88-50-19 E for 389.20 feet; thence S 00-17-53 W for 66.08 feet; thence N 89-05-50 W for 30.87 feet; thence N 01-04-30 E for 38.87 feet; thence N 88-52-42 W for 368.69 feet; thence S 01-00-14 W for 4.71 feet; thence N 88-59-46 W for 72.92 feet to the Point of Beginning.

Containing 0.54 acres (23,585 square feet), more or less.

Chilled Water Line Easement No. 3

Commencing from Designated Point "B"; thence N 11-36-50 W for 77.16 feet to the Point of Beginning; thence N 89-05-50 W for 10.89 feet; thence N 00-00-00 E for 105.07 feet; thence S 41-50-00 E for 18.99 feet; thence S 01-07-18 W for 91.11 feet to the Point of Beginning.

Containing 0.03 acres (1,161 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current **"AS IS"** condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement.

Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: Namit Jain-Senior Manager
Strategic Planning and
Global Real Estate

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 29 day of October, 2019.

Lauren Kay McCloskey
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

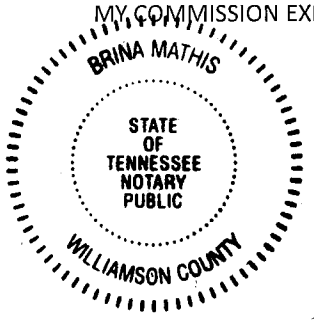
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311161 ESMT
11/05/2019 09:41:30 AM 8 pgs
Fees: $42.00 Taxes: $0.00
20191105-0114077

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor**), and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the security gate and time capsule in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove security gate and time capsule and all necessary appurtenances, all over, upon, and across the land described as follows:

Gate Opening Easement

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 69-10-17 E for 168.66 feet to the Point of Beginning; thence N 47-50-27 E for 3.50 feet; thence S 44-28-00 E for 36.62 feet; thence S 44-47-49 W for 3.03 feet; thence N 45-12-11 W for 3.87 feet; thence continuing N 45-12-11 W for 33.17 feet to the Point of Beginning.

Containing 0.003 acres (120 square feet), more or less.

DuPont Retained Time Capsule Easement

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 69-10-17 E for 168.66 feet to the Point of Beginning; thence S 23-34-14 W for 20.43 feet; thence S 45-12-11 E for 28.62 feet; thence N 35-35-44 E for 19.29; thence N 45-12-11 W for 33.17 feet to the Point of Beginning.

Containing 0.01 acres (586 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current **"AS IS"** condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations

which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to

any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: **Namit Jain-Senior Manager Strategic Planning and Global Real Estate**

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Est. Mgr. of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 29 day of October, 2019.

Lauren Kay McCloskey
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311161 ESMT
11/05/2019 09:41:30 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20191105-0114081

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor**), and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the sanitary sewer lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove sanitary sewer lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Digester Basin Discharge Line

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); N 50-55-38 E for 1841.63 feet to the Point of Beginning; thence N 04-33-43 E for 75.85 feet; thence N 46-17-50 E for 405.53 feet; thence N 44-23-29 E for 232.34 feet; thence S 00-32-14 W for 4.40 feet; thence S 44-51-13 W for 617.12 feet; thence S 04-33-43 W for 107.69 feet; thence N 33-06-09 W for 32.73 feet to the Point of Beginning.

Containing 0.11 acres (4,784 square feet), more or less.

Sanitary Sewer Easement Line No. 1

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); S 55-06-42 E for 1352.17 feet to the Point of Beginning; thence N 47-50-27 E for 20.01 feet; thence S 40-20-15 E for 63.17 feet; thence S 25-23-35 E for 52.76 feet; thence S 65-20-27 E for 129.52 feet; thence S 00-01-59 W for 164.42 feet; thence S 34-53-41 W for 17.53 feet; thence S 00-00-00 E for 9.76 feet; thence S 21-42-49 E for 216.10 feet; thence S 84-01-20 E for 334.13 feet; thence S 00-52-30 W for 20.08 feet; thence N 84-01-20 W for 348.01 feet; thence N 21-42-49 W for 232.02 feet; thence N 00-00-00 W for 19.88 feet; thence N 34-53-41 E for 17.54 feet; thence N 00-01-59 E for 145.31 feet; thence N 65-20-27 W for 123.95 feet; thence N 25-23-35 W for 57.40 feet; thence N 40-20-15 W for 59.92 feet to the Point of Beginning.

Containing 0.46 acres (19,914 square feet), more or less.

Sanitary Sewer Easement No. 2

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705836.29', E=1775240.46'); thence N 89-08-48 W for 119.07 feet to the Point of Beginning; thence continuing N 89-08-48 W for 20.24 feet; thence N 07-57-34 W for 29.00 feet; thence N 87-10-01 W for 41.05 feet; thence N 02-49-59 E for 20.00 feet; thence S 87-10-01 E for 37.24 feet; thence N 07-57-34 W for 77.58 feet; thence N 88-51-20 W for 38.84 feet; thence N 01-08-40 E for 20.00 feet; thence S 88-51-20 E for 55.89 feet; thence S 07-57-34 E for 147.09 feet to the Point of Beginning.

Containing 0.10 acres (4,470 square feet), more or less.

Sanitary Sewer Easement No. 3

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705836.29', E=1775240.46'); thence N 15-32-41 E for 322.30 feet to the Point of Beginning; thence N 00-54-10 for 57.03 feet to Designated Point "A"; thence S 22-10-51 E for 40.57 feet; thence S 88-01-42 E for 207.23 feet; thence N 00-37-31 E for 42.00 feet; thence S 89-22-29 E for 20.00 feet; thence S 00-37-31 W for 42.47 feet; thence S 88-01-42 E for 32.70 feet; thence S 01-24-36E for 37.49 feet; thence N 77-11-50 W for 20.63 feet; thence N 01-24-36 W for 13.57 feet; thence N 88-01-42 W for 256.62 feet to the Point of Beginning.

Containing 0.16 acres (6,974 square feet), more or less.

Sanitary Sewer Easement No. 4

Commencing from Designated Point "A"; thence N 00-54-10 E for 32.38 feet to the Point of Beginning; thence continuing N 00-54-10 E for 29.90 feet; thence N 42-52-35 E for 8.91 feet; thence S 47-07-25 E for 20.00 feet; thence S 42-52-35 W for 31.15 feet to the Point of Beginning.

Containing 0.01 acres (401 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS**" condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any

person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: **Namit Jain-Senior Manager Strategic Planning and Global Real Estate**

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Est. Mgr. of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 21 day of October, 2019.

_____
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

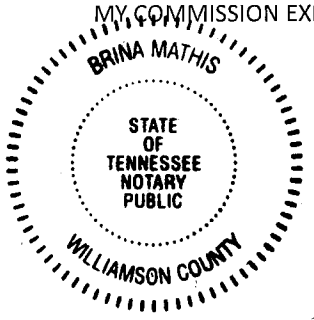
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311161 ESMT
11/05/2019 09:41:30 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20191105-0114076

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor),** and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the raw water lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove raw water lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Raw Water Intake Area

Beginning at a point on the outer boundary line of the DuPont Old Hickory Site having TN Grid Coordinates (N=706896.33', E=1777635.06'); thence S36-33-40W for 64.76 feet along the aforesaid outer boundary of DuPont Old Hickory Site; thence leaving aforesaid outer boundary and turning N90-00-00W for 79.86 feet; thence N00-00-00W for 27.85 feet to Designate Point "A"; thence continuing N00-00-00W for 20.00 feet; thence continuing N00-00-00W for 69.00 feet to Designated Point "B" ; thence N00-00-00W for 8.83 feet; thence N90-00-00E for 72.55 feet; thence continuing N90-00-00E for

22.55 feet to a point on the aforesaid outer boundary of the DuPont Old Hickory Site; thence following the aforesaid outer boundary for the following four (4) courses to wit: (1) S31-11-40E for 29.75 feet; (2) S30-18-20W for 4.62 feet; (3) S00-12-20E for 27.00 feet; (4) S30-31-50E for 20.00 feet to the Point of Beginning.

Containing 0.30 acres (13,084 square feet), more or less.

Raw Water Easement No. 1

Beginning at Designated Point "A"; thence N00-00-00W for 20.00 feet; thence N90-00-00W for 229.85 feet; thence continuing N90-00-00W for 22.38 feet; thence S33-24-22W for 10.04 feet; thence continuing S33-24-22W for 50.92 feet; thence S73-17-28W for 365.70 feet; thence S88-17-05W for 21.99 feet; thence S73-17-28W for 18.71 feet; thence continuing S73-17-28W for 379.20 feet; thence S87-18-37W for 50.03 feet; thence S74-07-32W for 173.60 feet; thence N52-31-55W for 80.12 feet; thence S85-26-40W for 534.88 feet; thence S40-58-04W for 15.39 feet; thence S74-16-06W for 344.73 feet; thence N89-25-26W for 19.03 feet; thence S00-00-00W for 20.00 feet; thence S89-25-26E for 21.70 feet; thence N74-16-06E for 353.58 feet; thence N40-58-04E for 13.19 feet; thence N85-26-40E for 519.02 feet; thence S52-31-55E for 82.48 feet; thence N74-07-32E for 181.33 feet; thence N87-18-37E for 50.17 feet; thence N73-17-28E for 397.74 feet; thence N88-17-05E for 21.99 feet; thence N73-17-28E for 375.59 feet; thence N33-24-22E for 57.44 feet; thence N90-00-00E for 241.46 feet to the Point of Beginning.

Containing 1.06 acres (46,323 square feet), more or less.

Raw Water Easement No. 2

Beginning at Designated Point "B"; thence S73-17-28W for 239.98 feet; thence N90-00-00W for 22.38 feet; thence S33-24-22W for 10.04 feet; thence S73-17-28W for 404.50 feet; thence S16-13-41E for 32.65 feet; thence S88-17-05W for 21.99 feet; thence S73-17-28W for 18.71 feet; thence N16-13-41W for 66.96 feet; thence N73-17-28E for 757.24 feet; thence S63-44-52E for 46.77 feet; thence S00-00-00E for 21.43 feet; thence S90-00-00W for 72.55 feet; thence S00-00-00E for 8.83 feet to the Point of Beginning.

Containing 0.74 acres (32,304 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS**" condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to

Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: ~~Namit Jain-Senior Manager~~ **Strategic Planning and Global Real Estate**

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mg. of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 28 day of October, 2019.

_____
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

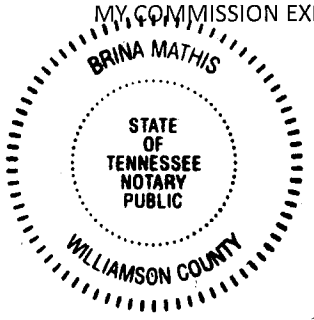
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311161 ESMT
11/05/2019 09:41:30 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20191105-0114080

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor**), and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the electric lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove electric lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Electric Easement Line No. 1

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); thence N 22-35-05 W for 1554.39 feet to the Point of Beginning; thence N 42-48-45 W for 4.55 feet; thence N 45-59-29 E for 34.29 feet; thence N 73-39-40 E for 31.74 feet; thence N 45-57-03 E for 911.13 feet; thence S 44-09-21 EW for 753.66 feet; thence along the arc of a non-radial curve to the right having a radius of 100.00 feet, an arc length of 23.25 feet and being subtended by a chord bearing S 76-16-05 W for 23.19

feet; thence N 44-09-21 W for 721.95 feet; thence S 45-57-03 W for 896.10 feet; thence S 73-39-40 W for 65.01 feet to the Point of Beginning.

Containing 0.78 acres (33,884 square feet), more or less.

Electric Easement Line No. 2

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 55-46-02 E for 597.89 feet to the Point of Beginning; thence N 53-47-48 E for 33.72 feet; thence S 89-49-45 E for 27.56 feet; thence N 32-03-24 E for 47.14 feet; thence N 51-52-46 E for 58.98 feet; thence S 32-03-24 W for 90.18 feet; thence S 89-49-45 E for 49.97 feet; thence N 23-50-25 E for 130.92 feet; thence N 51-52-46 E for 42.55 feet; thence S 23-50-25 W for 181.54 feet to Designated Point "A"; thence N 89-49-45 W for 141.31 feet to the Point of Beginning.

Containing 0.16 Acres (6,922 square feet), more or less.

Electric Easement Line No. 3

Commencing from Designated Point "A"; thence N 86-53-11 E for 545.15 feet to the Point of Beginning; thence N 00-21-36 W for 141.23 feet; thence N 10-15-30 E for 56.59 feet; thence S 89-05-50 E for 20.27 feet to Designated Point "B"; thence S 10-15-30 W for 58.03 feet; thence S 00-21-36 E for 139.37 feet; thence S 89-38-24 W for 20.00 feet to the Point of Beginning.

Containing 0.09 Acres (3,952 square feet), more or less.

Electric Easement Line No. 4

Commencing from Designated Point "B"; thence S 88-15-06 E for 1408.24 feet to the Point of Beginning; thence N 00-45-31 E for 510.30 feet; thence N 74-04-30 E for 235.60 feet; thence N 16-45-07 W for 40.69 feet; thence N 43-51-34 E for 100.52 feet; thence N 16-10-36 W for 206.01 feet; thence N 22-05-10 E for 130.58 feet; thence N 52-29-07 E for 245.25 feet; thence N 46-25-03 E for 627.75 feet; thence N 30-26-11W for 68.49 feet; thence N 52-03-33 W for 127.43 feet; thence N 57-44-55 W for 146.34 feet; thence N 60-17-32 W for 146.70 feet; thence N 63-54-00 W for 147.90 feet; thence N 69-00-08 W for 55.24 feet; thence N 60-03-50 E for 25.76 feet; thence S 69-00-08 E for 39.90 feet; thence S 63-54-00 E for 149.42 feet; thence S 60-17-32 E for 147.77 feet; thence S 57-44-55 E for 147.78 feet; thence S 52-03-33 E for 132.25 feet; thence S 30-26-11 E for 72.55 feet; thence N 71-04-28 E for 89.93 feet; thence S 00-10-08 E for 102.45 feet; thence S 17-13-08 W for 81.09 feet; thence N 72-46-52 W for 20.00 feet; thence N 17-13-08 E for 78.03 feet; thence N 00-10-08 W for 71.48 feet; thence S 71-04-28 W for

22-05-10 W for 118.21 feet; thence S 16-10-36 E for 210.63 feet; thence S 43-51-34 W for 100.38 feet; thence S 16-45-07 E for 29.29 feet; thence N 74-04-30 E for 697.63 feet; thence N 59-27-58 E for 122.92 feet; thence S 48-56-04 E for 66.27 feet; thence S 40-07-39 W for 240.97 feet; thence S 72-52-15 W for 317.19 feet; thence S 18-42-45 W for 243.07 feet; thence S 78-59-59 W for 329.55 feet; thence S 26-01-51 W for 247.65 feet; thence N 88-39-37 W for 22.01 feet; thence N 26-01-51 E for 266.81 feet; thence N 78-59-59 E for 327.91 feet; thence N 18-42-45 E for 241.68 feet; thence N 72-52-15 E for 321.54 feet; thence N 40-07-39 E for 215.42 feet; thence N 48-56-04 W for 32.17 feet; thence S 59-27-58 W for 111.06 feet; thence S 74-04-30 W for 940.91 feet; thence S 00-45-31 W for 495.62 feet; thence N 88-39-37 W for 20.00 feet to the Point of Beginning.

Containing 2.42 acres (105,601 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS**" condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any

Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: **Namit Jain-Senior Manager Strategic Planning and Global Real Estate**

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 29 day of October, 2019.

Lauren Kay McCloskey
NOTARY PUBLIC

My Commission Expires: _____

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

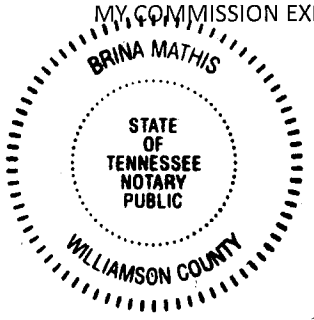
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311161 ESMT
11/05/2019 09:41:30 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20191105-0114075

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor)**, and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the fire alarm lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove fire alarm lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Fire Alarm Line Easement No. 1

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); thence N 21-32-51 E for 1674.51 feet to the Point of Beginning; thence N 42-17-35 W for 28.75 feet; thence N 47-42-25 E for 20.00 feet; thence S 42-17-35 E for 39.26 feet; thence along the arc of a non-radial curve the to the right having a radius of 100.00 feet, an arc length of 22.64 feet and being subtended by a chord bearing S 75-25-19 W for 22.59 feet to the Point of Beginning.

Containing 0.02 acres (690 square feet), more or less.

Fire Alarm Line Easement No. 2

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); thence N 49-17-10 E for 1882.58 feet to the Point of Beginning; thence N 46-17-50 E for 28.75 feet; thence S 02-13-30 W for 108.28 feet; thence N 33-06-09 W for 34.59 feet; thence N 02-13-30 E for 59.40 feet to the Point of Beginning.

Containing 0.04 acres (1,677 square feet), more or less.

Fire Alarm Line Easement No. 3

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705836.29', E=1775240.46'); thence N 89-08-48 W for 235.20 feet to the Point of Beginning; thence N 89-08-48 W for 285.22 feet; thence S 00-52-30 W for 8.93 feet; thence N 89-36-49 W for 78.13 feet; thence N 02-43-25 W for 69.09 feet; thence N 88-40-00 W for 265.76 feet; thence N 53-47-48 E for 32.83 feet; thence S 88-40-00 E for 258.37 feet; thence S 02-43-25 E for 68.78 feet; thence S 89-36-49 E for 329.50 feet; thence N 36-28-09 E for 103.79 feet; thence N 58-44-02 W for 14.72 feet; thence N 31-15-58 E for 20.00 feet; thence S 58-44-02 E for 8.13 feet; thence N 00-38-54 E for 122.68 feet; thence N 20-53-12 E for 60.10 feet; thence S 89-05-50 E for 21.28 feet; thence S 20-53-12 W for 63.80 feet; thence S 00-38-54 W for 139.88 feet; thence S 36-28-09 W for 119.98 feet to the Point of Beginning.

Containing 0.41 acres (17,967 square feet), more or less.

Fire Alarm Line Easement No. 4

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705836.29', E=1775240.46'); thence N 13-35-03 E for 367.38 feet to the Point of Beginning; thence N 00-54-10 E for 20.08 feet; thence S 84-03-08 E for 96.49 feet; thence S 89-16-43 E for 301.29 feet; thence S 43-57-14 E for 142.24 fee; thence S 89-16-43 E for 448.60 feet; thence N 61-52-50 E for 196.27 feet; thence N 01-53-25 E for 297.21 feet; thence N 29-02-02 W for 109.37 feet; thence N 74-21-21 E for 454.85 feet; thence N 36-03-50 W for 89.21 feet; thence N 16-10-36 W for 214.13 feet; thence N 22-05-10 E for 130.58 feet; thence N 52-29-07 E for 245.25 feet; thence N 46-25-03 E for 636.74 feet; thence N 71-04-28 E for 87.45 feet; thence S 18-55-32 E for 20.00 feet; thence S 71-04-28 W for 83.08 feet; thence S 46-25-03 W for 633.43 feet; thence S 52-29-07 W for 240.88 feet; thence S 22-05-10 W for 118.21 feet; thence S 16-10-36 E for 203.68 feet; thence S 36-03-50 E for 114.49 feet; thence S 74-21-21 W for

feet; thence N 89-16-43 W for 464.52 feet; thence N 01-06-10 E for 29.41 feet; thence N 89-05-50 W for 26.93 feet; thence N 43-57-14 W for 100.76 feet; thence N 89-16-43 W for 293.85 feet; thence N 84-03-08 W for 95.64 feet to the Point of Beginning.

Containing 1.58 acres (68,764 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS**" condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any

person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: ~~Namit Jain-Senior Manager~~ Strategic Planning and Global Real Estate

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 29 day of October, 2019.

Lauren Kay McCloskey
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

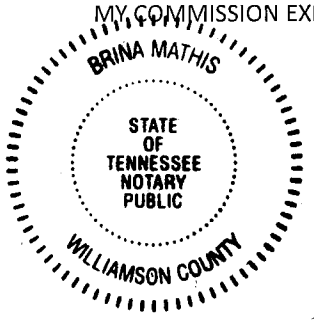
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311161 ESMT
11/05/2019 09:41:30 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20191105-0114079

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor**), and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the steam lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove steam lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Steam & Condensate Line No. 1

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 70-22-45 E for 1215.44 feet to the Point of Beginning; thence N 01-45-29 W for 20.00 feet; thence N 88-14-31 E for 133.11 feet; thence S 29-57-19 E for 22.69 feet; thence S 88-14-31 W for 143.83 feet to the Point of Beginning.

Containing 0.06 acres (2,769 square feet), more or less.

Steam & Condensate Line No. 2

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 67-58-36 E for 1563.95 feet to the Point of Beginning; thence N 00-54-10 E for 20.00 feet to Designated Point "A"; thence S 88-52-42 E for 43.25 feet; thence continuing S 88-52-42 E for 20.00 feet; thence continuing S 88-52-42 E for 188.90 feet; thence continuing S 88-52-42 E for 20.00 feet; thence continuing S 88-52-42 E for 196.00 feet; thence S 01-07-18 W for 64.04 feet; thence N 89-05-50 W for 20.00 feet; thence N 01-07-18 E for 44.11 feet; thence N 88-52-42 W for 448.07 feet to the Point of Beginning.

Containing 0.24 acres (10,244 square feet), more or less.

Steam & Condensate Line No. 3

Commencing from Designated Point "A"; thence N 00-54-10 E for 170.11 feet to the Point of Beginning; thence S 88-52-42 E for 17.33 feet; thence S 01-07-18 W for 19.35 feet; thence S 88-52-42 E for 20.00 feet; thence N 01-07-18 E for 19.35 feet; thence S 88-52-42 E for 87.74 feet; thence N 01-07-18 E for 64.20 feet; thence S 88-52-42 E for 84.67 feet; thence S 01-07-18 W for 100.80 feet; thence S 88-52-42 E for 18.60 feet; thence S 01-07-18 W for 23.81 feet; thence N 88-52-42 W for 184.44 feet; thence S 01-07-18 W for 109.70 feet; thence S 88-52-42 E for 20.00 feet; thence N 01-07-18 E for 89.70 feet; thence S 88-52-42 E for 188.90 feet; thence S 01-07-18 W for 89.70 feet; thence S 88-52-42 E for 20.00 feet; thence N 01-07-18 E for 126.91 feet; thence N 88-52-42 W for 12.68 feet; thence N 01-07-18 E for 26.60 feet; thence N 88-52-42 W for 11.78 feet; thence N 01-07-18 E for 100.80 feet; thence N 88-52-42 W for 123.27 feet; thence N 01-07-18 E 19.00 feet; thence N 88-52-42 W for 153.49 feet; thence S 00-00-00 W for 20.00 feet; thence S 88-52-42 E for 133.10 feet; thence S 01-07-18 W for 63.20 feet; thence N 88-52-42 W for 105.15 feet; thence S 00-54-10 W for 20.00 feet to the Point of Beginning.

Containing 0.53 acres (22,951 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS**" condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.

326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: ~~Namit Jain-Senior Manager~~ **Strategic Planning and Global Real Estate**

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr. of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 28 day of October, 2019.

Lauren Kay McCloskey
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

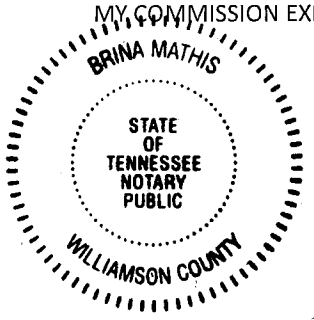
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311166 ESMT
11/05/2019 09:52:30 AM 10 pgs
Fees: $52.00 Taxes: $0.00
20191105-0114096

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor)**, and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the parking and railroad in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove parking and railroad and all necessary appurtenances, all over, upon, and across the land described as follows:

Retained Access Easement for Contractors' Parking

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); thence S 68-43-56 E for 251.34 feet to the Point of Beginning; thence S 79-31-48 E for 75.01 feet; thence N 10-28-12 E for 61.81 feet; thence N 61-05-18 W for 65.99 feet; thence N 41-46-48 E for 107.71 feet; thence S 44-12-28 E for 192.43 feet; thence S 27-02-48 W for 87.00 feet; thence S 41-18-38 W for 59.64 feet; thence S 02-49-07 W for 13.26 feet; thence S 42-23-38 E for 20.82 feet; thence S 45-51-10 W for 108.22

feet; thence along the arc of a non-radial curve tot eh left having a radius of 14.00 feet, an arc length of 22.15 feet and being subtended by a chord bearing N 00-31-19 E for 19.91 feet; thence N 44-48-32 W for 79.58 feet; thence S 75-42-04 W for 37.26 feet; thence N 00-50-40 E for 137.71 feet to the Point of Beginning.

Containing 1.04 acres (45,205 square feet), more or less.

Retained Easement Reserved for DuPont Parking

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 03-54-11 E for 205.22 feet to the Point of Beginning; thence along the arc of a non-radial curve to the right having a radius of 5.00 feet, an arc length of 7.83 feet and being subtended by a chord bearing N 00-36-13 E for 7.06 feet; thence N 45-29-39 E for 79.14 feet; thence along the arc of a curve to the right having a radius of 5.00 feet, an arc length of 7.85 feet and being subtended by a chord bearing S 89-31-58 E for 7.07 feet; thence S 44-33-35 E for 107.23 feet; thence along the arc of a curve to the right having a radius of 15.00 feet, an arc length of 23.43 feet and being subtended by a chord bearing S 00-11-02 W for 21.12 feet; thence S 44-55-39 W for 69.79 feet; thence along the arc of a curve to the right having a radius of 5.00 feet, an arc length of 7.92 feet and being subtended by a chord bearing N 89-40-47 W for 7.12 feet; thence N 44-17-14 W for 117.93 feet to the Point of Beginning.

Containing 0.26 acres (11,340 square feet), more or less.

Main Parking Lot

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 45-36-42 E for 37.39 feet to the Point of Beginning; thence N 44-12-48 W for 221.74 feet; thence along the arc of a curve to the left having a radius of 15.00 feet, an arc length of 11.73 feet and being subtended by a chord bearing N 66-37-24 W for 11.44 feet; thence N 89-02-00 W for 26.70 feet; thence along the arc of a curve to the right having a radius of 6.50 feet, an arc length of 5.09 feet and being subtended by a chord bearing N 66-35-34 W for 4.96 feet; thence N 44-09-08 W for 230.09 feet; thence along the arc of a curve to the left having a radius of 19.00 feet, an arc length of 22.68 feet and being subtended by a chord bearing N 78-20-47 W for 21.36 feet; thence N 44-08-50 W for 48.00 feet; thence N 45-51-10 E for 34.77 feet; thence along the arc of a curve to the right having a radius of 137.00 feet, an arc length of 73.54 feet and being subtended by a chord bearing N 61-13-47 E for 72.66 feet; thence S 01-24-35 W for 8.33 feet; thence along the arc of a curve to the left having a radius of 20.00 feet, an arc length of 31.27 feet and being subtended by a chord bearing S 43-22-39 E for 28.18 feet; thence S 88-09-53 E for 389.19 feet; thence S 01-27-13 W for 148.25 feet; thence S 46-20-46 E for 113.21 feet; thence S 45-36-42 W for 230.98 feet to the Point of Beginning.

Excepting from the above the Retained Easement Reserved for DuPont Parking.

Containing 2.53 acres (110,375 square feet), more or less.

Railroad Easement No. 1

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705836.29', E=1775240.46'); thence N 74-12-12 W for 733.56 feet to the Point of Beginning; thence S 51-52-46 W for 51.53 feet; thence along the arc of a non-radial curve to the left having a radius of 752.50 feet, an arc length of 180.57 feet and being subtended by a chord bearing N 29-57-02 E for 180.14 feet; thence N 23-04-35 E for 234.87 feet; thence along the arc of a curve to the left having a radius of 562.50 feet, an arc length of 173.34 feet and being subtended by a chord bearing N 41-14-53 E for 172.66 feet; thence along the arc of a compound curve to the left having a radius of 1992.50 feet, an arc length of 177.77 feet and being subtended by a chord bearing N 02-51-49 E for 177.71 feet; thence S 89-41-32 E for 15.00 feet; thence along the arc of a non-radial curve to the right having a radius of 2007.50 feet, an arc length of 200.11 feet and being subtended by a chord bearing S 03-09-48 W for 200.03 feet; thence along the arc of a non-radial curve to the right having a radius of 282.50 feet, an arc length of 134.30 feet and being subtended by a chord bearing N 38-54-57 E for 133.04 feet; thence N 52-32-07 E for 146.32 feet; thence S 37-27-53 E for 15.00 feet; thence S 52-32-07 W for 146.32 feet; thence along the arc of a curve to the left having a radius of 267.50 feet, an arc length of 150.09 feet and being subtended by a chord bearing S 36-22-30 W for 148.91 feet; thence S 20-12-52 W for 102.11 feet; thence along the arc of curve to the right having a radius of 577.50 feet, an arc length of 28.84 feet and being subtended by a chord bearing S 21-38-34 E for 28.84 feet; thence S 23-04-35 W for 234.87 feet; thence along the arc of a curve to the right having a radius of 767.50 feet, an arc length of 134.37 feet and being subtended by a chord bearing S 28-05-31 W for 134.20 feet to the Point of Beginning.

Containing 0.37 acres (15,938 square feet), more or less.

Railroad Easement No. 2

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705836.29', E=1775240.46'); thence N 56-53-04 W for 557.59 feet to the Point of Beginning; thence along the arc of non-radial curve to the right having a radius of 332.50 feet, an arc length of 95.83 feet and being subtended by a chord bearing N 82-34-43 E for 95.50 feet; thence S 89-09-52 E for 457.92 feet; thence S 00-54-10 W for 14.36 feet; thence N 89-05-50 W for 552.41 feet to the Point of Beginning.

Containing 0.17 acres (7,327 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS**" condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire

hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: **Namit Jain-Senior Manager Strategic Planning and Global Real Estate**

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 28 day of October, 2019.

Lauren Kay McCloskey
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

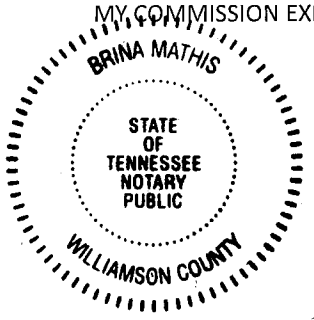
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311166 ESMT
11/05/2019 09:52:30 AM 13 pgs
Fees: $67.00 Taxes: $0.00
20191105-0114095

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor**), and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the storm sewer lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove storm sewer lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Storm Sewer Easement No. 1

Commencing from the Southwest corner of the Old Hickory Transload LLC parcel on the Northeast right of way of Swinging Bridge Road with TN Grid Coordinates (N=706475.96', E=1773000.78'); thence N 23-10-33 W for 1509.99 feet to the Point of Beginning; thence N 42-48-45 W for 10.27 feet; thence N 45-59-29 E for 30.01 feet; thence N 42-48-45 W for 9.05 feet; thence N 47-17-11 E for 354.10 feet; thence N 45-48-17 E for 523.75 feet; thence S 44-27-47 E for 33.25 feet; thence N 45-05-08 E for 57.92 feet; thence S 44-27-47 E for 20.00 feet; thence S 45-05-08 W for 57.92 feet; thence S

44-27-47 E for 130.46 feet; thence N 45-04-29 E for 58.91 feet; thence S 44-55-31 E for 20.00 feet; thence S 45-04-29 W for 59.07 feet; thence S 44-27-47 E for 98.70 feet; thence along the arc on a non-radial curve to the left having a radius of 73.00 feet, an arc length of 34.31 feet and being subtended by a chord bearing S 88-44-38 W for 34.00 feet; thence N 44-27-47 W for 69.01 feet; thence S 07-01-33 W for 44.54 feet; thence S 45-45-26 W for 691.69 feet; thence S 20-37-48 W for 67.17 feet; thence S 21-06-49 E for 78.56 feet; thence S 68-53-11 W for 20.00 feet; thence N 21-06-49 W for 86.19 feet ; thence N 45-45-26 E for 689.12 feet; thence N 07-01-33 E for 53.43 feet; thence N 44-27-47 W for 164.66 feet; thence S 45-48-17 W for 480.59 feet; thence S 82-01-23 E for 35.29 feet; thence S 45-01-53 E for 14.47 feet; thence S 44-58-07 W for 20.00 feet; thence N 45-01-53 W for 7.78 feet; thence N 82-01-23 W for 44.35 feet; thence S 47-17-11 W for 55.20 feet; thence S 45-15-12 E for 171.61 feet; thence S 37-00-12 W for 33.76 feet; thence S 51-36-15 W for 91.29 feet; thence N 38-23-45 W for 20.00 feet; thence N 51-36-15 E for 88.73 feet; thence N 37-00-12 E for 13.73 feet; thence N 45-15-12 W for 155.03 feet; thence S 47-17-11 W for 302.38 feet to the Point of Beginning.

Containing 1.18 acres (51,343 square feet), more or less.

Storm Sewer Easement No. 2

Commencing from the Southwest corner of the Old Hickory Transload LLC parcel on the Northeast right of way of Swinging Bridge Road with TN Grid Coordinates (N=706475.96', E=1773000.78'); thence N 17-06-51 W for 1479.02 feet to the Point of Beginning; thence N 43-55-27 W for 68.00 feet; thence N 46-04-33 E for 20.00 feet; thence S 43-55-27 E for 67.63 feet; thence S 45-00-51 W for 20.00 feet to the Point of Beginning.

Containing 0.03 acres (1,356 square feet), more or less.

Storm Sewer Easement No. 3

Commencing from the Southwest corner of the Old Hickory Transload LLC parcel on the Northeast right of way of Swinging Bridge Road with TN Grid Coordinates (N=706475.96', E=1773000.78'); thence N 03-07-21 E for 865.37 feet to the Point of Beginning; thence N 43-13-31 W for 489.75 feet; thence N 09-53-24 W for 83.26 feet; thence N 46-33-56 E for 174.68 feet; thence S 44-03-43 E for 20.00 feet; thence S 46-33-56 W for 22.19 feet; thence S 44-01-00 E for 47.16 feet; thence S 45-59-00 W for 20.00 feet; thence N 44-01-00W for 47.36 feet; thence S 46-33-56 W for 121.97 feet; thence S 09-53-24 E for 66.53 feet; thence S 43-13-31 E for 90.99 feet; thence S 85-07-03 E for 70.49 feet; thence N 45-17-23 E for 156.56 feet; thence S 44-03-44 E for 20.00 feet; thence S 45-17-23 W for 95.30 feet; thence S 43-31-56 E for 64.60 feet; thence S 46-28-04 W for 20.00 feet; thence N 43-31-56 W for 64.18 feet' thence S 45-17-23 W for 50.27 feet; thence N 85-07-03 W for 57.43 feet; thence S 43-13-31 E for 245.33 feet; thence N 47-04-54 E for 16.06 feet; thence S 42-55-06 E for 20.00 feet; thence S 47-04-54 W for

15.95 feet; thence S 43-13-31 E for 97.20 feet; thence S 45-56-17 W for 20.00 feet to the Point of Beginning.

Containing 0.50 acres (21,672 square feet), more or less.

Storm Sewer Easement No. 4

Commencing from the Southwest corner of the Old Hickory Transload LLC parcel on the Northeast right of way of Swinging Bridge Road with TN Grid Coordinates (N=706475.96', E=1773000.78'); thence N 18-53-38 E for 1640.90 feet to the Point of Beginning; thence N 44-09-31 W for 22.97 feet; thence N 75-18-50 E for 64.03 feet; thence S 82-46-10 E for 79.77 feet; thence along the arc of a non-radial curve to the right having a radius of 100.00 feet, an arc length of 40.33 feet and being subtended by a chord bearing S 67-16-47 W for 40.06 feet; thence N 82-46-10 W for 41.19 feet; thence S 75-18-50 W for 48.86 feet to the Point of Beginning.

Containing 0.05 acres (2,393 square feet), more or less.

Storm Sewer Easement No. 5

Commencing from the Southwest corner of the Old Hickory Transload LLC parcel on the Northeast right of way of Swinging Bridge Road with TN Grid Coordinates (N=706475.96', E=1773000.78'); thence N 22-25-14 E for 1594.07 feet to the Point of Beginning; thence N 44-09-31 W for 20.00 feet; thence N 45-47-52 E for 24.29 feet; thence S 44-12-18 E for 20.00 feet; thence S 45-47-52 W for 24.30 feet to the Point of Beginning.

Containing 0.01 acres (486 square feet), more or less.

Storm Sewer Easement No. 6

Commencing from the Southwest corner of the Old Hickory Transload LLC parcel on the Northeast right of way of Swinging Bridge Road with TN Grid Coordinates (N=706475.96', E=1773000.78'); thence N 25-18-06 E for 1562.03 feet to the Point of Beginning; thence N 44-09-31 W for 20.11 feet; thence N 39-55-44 E for 24.49 feet; thence S 44-12-18 E for 20.11 feet; thence S 39-55-44 W for 24.50 feet to the Point of Beginning.

Containing 0.01 acres (490 square feet), more or less.

Storm Sewer Easement No. 7

Commencing from the Southwest corner of the Old Hickory Transload LLC parcel on the Northeast right of way of Swinging Bridge Road with TN Grid Coordinates (N=706475.96', E=1773000.78'); thence N 40-13-35 E for 1469.79 feet to the Point of Beginning; thence N 44-09-31 W for 20.11 feet; thence N 44-26-27 E for 24.69 feet; thence S 44-12-18 E for 20.01 fee; thence S 44-26-27 W for 24.71 feet to the Point of Beginning.

Containing 0.01 acres (495 square feet), more or less.

Storm Sewer Easement No. 8

Commencing from the Southwest corner of the Old Hickory Transload LLC parcel on the Northeast right of way of Swinging Bridge Road with TN Grid Coordinates (N=706475.96', E=1773000.78'); thence N 55-59-33 E for 1788.38 feet to the Point of Beginning; thence N 22-55-04 W for 4.52 feet; thence N 03-45-06 E for 21.31 feet; thence S 52-41-47 E for 51.05 feet; thence S 37-18-13 W for 20.00 feet; thence N 52-41-47 W for 35.35 feet to the Point of Beginning.

Containing 0.02 acres (886 square feet), more or less.

Storm Sewer Easement No. 9

Commencing at the Southwest corner of DuPont Old Hickory parcel on the Northeast right of way of Swinging Bridge Road with TN Grid Coordinates (N=705092.78', E=1774343.38'); thence N 28-35-06 W for 80.79 feet to the Point of Beginning; thence N 25-20-50 W for 68.99 feet to Designated Point "A"; thence N 64-39-10 E for 20.00 feet; thence S 25-20-50 E for 49.20 feet; thence N 65-15-43 E for 101.08 feet; thence S 88-04-36 E for 60.67 feet; thence N 00-40-38 E for 75.62 feet; thence N 88-16-46 E for 26.12 feet; thence N 01-18-31 E for 40.06 feet; thence N 46-06-12 E for 56.61 feet; thence N 01-01-07 E for 185.74 feet; thence S 89-36-08 E for 14.17 feet; thence N 01-18-42 E for 142.86 feet; thence N 03-20-04 W for 152.47 feet; thence N 01-28-59E for 183.00 feet to Designated Point "B"; thence N 51-52-46 E for 25.96 feet; thence S 01-28-59 W for 198.71 feet; thence S 03-20-04 E for 152.44 feet; thence S 01-18-42 W for 163.36 feet; thence N 89-36-08 W for 14.07 feet; thence S 01-01-07 W for 174.26 feet; thence S 46-06-12 W for 56.67 feet; thence S 01-18-31 W for 50.79 feet; thence S 88-16-46 W for 25.91 feet; thence S 00-40-38 W for 76.88 feet; thence N 88-04-36 W for 76.37 feet; thence S 65-15-43 W for 116.13 feet to the Point of Beginning.

Containing 0.52 acres (22,622 square feet), more or less.

Storm Sewer Easement No. 10

Commencing at aforesaid Designated Point "A"; thence N 25-49-54 W for 460.01 feet to the Point of Beginning; thence N 42-41-18 W for 20.00 feet; thence N 47-18-42 E for 99.82 feet; thence S 42-41-18 E for 20.00 feet; thence S 76-56-36 E for 23.73 feet; thence S 13-03-24 W for 20.00 feet; thence N 76-56-36 W for 37.35 feet; thence S 47-18-42 W for 75.62 feet to the Point of Beginning.

Containing 0.06 acres (2,607 square feet), more or less.

Storm Sewer Easement No. 11

Commencing at aforesaid Designated Point "B"; thence S 51-52-46 W for 69.13 feet to the Point of Beginning; thence S 01-07-18 W for 122.20 feet; thence N 88-52-42 W for 20.00 feet; thence N 01-07-18 E for 105.87 feet; thence N 51-52-46 E for 25.82 feet to the Point of Beginning.

Containing 0.05 acres (2,281 square feet), more or less.

Storm Sewer Easement No. 12

Commencing at a corner on the outer boundary of DuPont Old Hickory Site with TN Grid Coordinates (N=705855.09', E=1775240.71'); thence S 00-46-04 W for 18.80 feet; thence N 89-08-48 W for 28.07 feet to the Point of Beginning; thence N 89-08-49 W for 40.42 feet; thence N 59-29-21 W for 45.60 feet; thence N 88-57-10 W for 319.93 feet; thence S 03-03-02 E for 23.70 feet; thence N 89-08-49 W for 20.05 feet; thence N 03-03-02 W for 33.46 feet; thence N 01-19-54 E for 190.63 feet; thence N 61-03-26 E for 47.35 feet; thence N 00-42-17 E for 50.03 feet; thence S 89-05-50 E for 20.00 feet; thence S 00-42-17 W for 61.59 feet; thence S 61-03-26 W for 21.32 feet; thence S 84-08-54 E for 52.01 feet; thence S 89-15-34 E for 82.78 feet; thence S 00-44-26 W for 20.00 feet; thence N 89-15-34 W for 73.39 feet; thence S 01-40-24 W for 42.64 feet; thence S 88-15-08 E for 32.85 feet; thence S 00-50-27 W for 20.00 feet; thence N 88-15-08 W for 53.14 feet; thence N 01-40-24 E for 63.16 feet; thence N 84-08-54 W for 64.26 feet; thence S 01-19-54 W for 163.64 feet; thence S 88-57-10 E for 322.50 feet; thence N 82-31-50 E for 22.11 feet; thence S 88-31-58 E for 28.77 feet; thence S 01-28-02 W for 20.00 feet; thence N 88-31-58 W for 17.36 feet; thence S 59-29-21 E for 51.81 feet to the Point of Beginning.

Containing 0.45 acres (19,774 square feet), more or less.

Storm Sewer Easement No. 13

Commencing at a corner on the outer boundary of DuPont Old Hickory Site with TN Grid Coordinates (N=705855.09', E=1775240.71'); thence N 29-57-19 W for 242.43 feet to the Point of Beginning; thence N 74-23-15 W for 129.60 feet; thence N 34-11-45 W

for 45.72 feet; thence S 89-05-50 E for 24.45 feet; thence S 34-11-45 E for 24.35 feet; thence S 74-23-15 E for 113.28 feet; thence S 00-34-23 W for 15.72 feet; thence S 29-57-19 E for 6.89 feet to the Point of Beginning.

Containing 0.05 acres (2,281 square feet), more or less.

Storm Sewer Easement No. 14

Commencing at a corner on the outer boundary of DuPont Old Hickory Site with TN Grid Coordinates (N=705855.09', E=1775240.71'); thence N 19-46-49 E for 383.73 feet to the Point of Beginning; thence N 00-38-03 E for 201.29 feet; thence N 80-08-30 W for 43.04 feet; thence S 00-54-10 W for 2.18 feet; thence N 89-05-50 W for 27.61 feet; thence N 00-00-00 E for 22.48 feet; thence S 80-08-30 W for 83.21 feet; thence S 77-48-00 E for 82.44 feet; thence N 89-05-28 E for 28.88 feet; thence S 00-54-32 E for 20.00 feet; thence S 89-05-28 W for 31.18 feet; thence N 77-48-00 W for 72.28 feet; thence S 00-38-03 W for 197.54 feet; thence N 89-21-57 W for 20.00 feet to the Point of Beginning.

Containing 0.07 acres (3,102 square feet), more or less.

Storm Sewer Easement No. 15

Commencing at a corner on the outer boundary of DuPont Old Hickory Site with TN Grid Coordinates (N=705855.09', E=1775240.71'); thence N 46-14-16 E for 465.82 feet to the Point of Beginning; thence N 00-59-34 E for 20.00 feet; thence S 89-00-26 E for 144.62 feet; thence N 24-29-05 E for 45.97 feet; thence N 35-14-47 E for 38.50 feet; thence N 11-51-54 E for 175.32 feet; thence N 17-30-14 E for 97.47 feet; thence N 36-03-59 W for 81.40 feet; thence N 22-13-53 W for 155.32 feet; thence N 41-53-17 W for 94.84 feet; thence N 46-16-37 W for 65.87 feet; thence N 55-52-30 E for 20.46 feet; thence S 46-16-37 E for 62.33 feet; thence S 41-53-17 E for 99.07 feet; thence S 22-13-53 E for 156.36 feet; thence S 36-03-59 E for 89.06 feet to Designated Point "C"; thence S 17-30-14 E for 106.58 feet; thence S 11-51-54 W for 234.48 feet; thence S 61-58-16 E for 52.03 feet; thence N 59-09-57 E for 28.07 feet; thence S 89-29-15 E for 94.79 feet; thence S 00-59-03 W for 78.83 feet; thence S 60-32-06 e for 135.59 feet; thence S 14-49-37 W for 15.45 feet; thence N 89-48-41 W for 122.91 feet; thence N 00-11-19 E for 20.00 feet; thence S 89-48-41 E for 76.90 feet; thence N 60-32-06 W for 92.11 feet; thence S 81-40-31 W for 86.96 feet; thence N 63-44-34 W for 36.07 feet; thence N 26-15-26 E for 20.00 feet; thence S 63-44-34 E for 29.84 feet; thence N 81-40-31 E for 75.66 feet; thence N 00-59-03 E for 56.12 feet; thence N 89-29-15 W for 69.01 feet; thence S 59-09-57 W for 33.74 feet; thence N 61-58-16 W for 82.97 feet; thence S 01-16-40 W for 22.27 feet; thence N 89-00-26 W for 166.20 feet to the Point of Beginning.

Containing 0.72 acres (31,403 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS"** condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: Namit Jain-Senior Manager Strategic Planning and Global Real Estate

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Mgr. Real Estate of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 29 day of October, 2019.

Lauren Kay McCloskey
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____

Name: James W Lough

Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____

Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

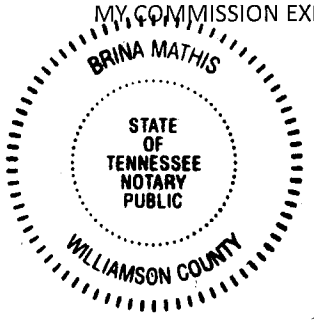
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311166 ESMT
11/05/2019 09:52:30 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20191105-0114094

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor**), and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the fiber optic lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove fiber optic lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Retained Easement for Access to Data Center

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 23-06-39 E for 1836.04 feet to the Point of Beginning; thence N 01-17-06 E for 38.27 feet; thence S 88-42-54 E for 55.26 feet; thence S 01-17-06 W for 38.27 feet; thence N 88-42-54 W for 55.26 feet to the Point of Beginning.

Containing 0.05 acres (2,115 square feet), more or less.

Fiber Optic Easement Line No. 1

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); thence N 49-17-15 E for 1881.71 feet to the Point of Beginning; thence N 46-17-50 E for 28.72 feet; thence S 02-09-53W for 106.90 feet; thence N 33-06-09 W for 34.64 feet; thence N 02-09-53 E for 58.01 feet to the Point of Beginning.

Containing 0.04 acres (1,649 square feet), more or less.

Fiber Optic Easement Line No. 2

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N 55-45-46 E for 599.23 feet to the Point of Beginning; thence N 53-47-48 E for 33.21 feet; thence S 89-10-35 E for 25.96 feet; thence N 32-04-11 E for 44.99 feet; thence N 51-52-46 E for 59.01 feet to Designated Point "A"; thence S 32-04-11 W for 111.77 feet; thence N 89-10-35 W for 63.73 feet to the Point of Beginning.

Containing 0.06 Acres (2,465 square feet), more or less.

Fiber Optic Easement Line No. 3

Commencing from Designated Point "A"; thence N 89-49-04 E for 540.03 feet to the Point of Beginning; thence N 63-33-13 E for 20.51 feet; thence N 03-39-46 E for 120.97 feet; thence S 89-05-50 E for 20.02 feet; thence S 03-39-46 W for 133.46 feet; thence S 63-33-13 W for 32.03 feet; thence N 26-26-47 W for 20.00 feet to the Point of Beginning.

Containing 0.07 Acres (3,070 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current **"AS IS"** condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road

Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: Namit Jain-Senior Manager Strategic Planning and Global Real Estate

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 29 day of October, 2019.

Lauren Kay McCloskey

NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: V P Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

201911050114094

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

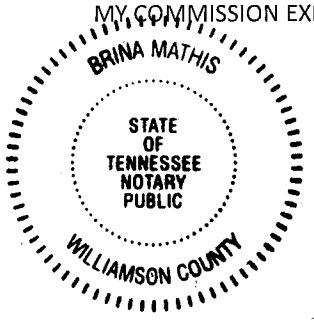
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311166 ESMT
11/05/2019 09:52:30 AM 9 pgs
Fees: $47.00 Taxes: $0.00
20191105-0114093

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor)**, and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the filtered water lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove filtered water lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Filtered Water Line No. 1

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); thence N49-57-19E for 1845.18 feet to the Point of Beginning; thence N45-24-11E for 146.56 feet; thence N49-55-17E for 175.85 feet; thence N40-04-50W for 14.04 feet; thence S49-58-19W for 224.22 feet; thence S40-04-50E for 49.71 feet; thence S49-55-17W for 195.07 feet; thence S45-24-11W for 149.84 feet; thence N33-06-09W for 20.41 feet to the Point of Beginning.

Containing 0.21 acres (9,069 square feet), more or less.

Filtered Water Line No. 2

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705836.29', E=1775240.46'); thence N61-21-44W for 191.84 feet to the Point of Beginning; thence N89-08-20W for 27.42 feet; thence N00-51-40E for 20.00 feet; thence S89-08-20E for 7.42 feet; thence N00-51-40E for 123.15 feet; thence S89-08-20E for 36.58 feet; thence N00-51-40E for 64.79 feet; thence S89-05-50E for 20.00 feet; thence S00-51-40W for 84.77 feet; thence N89-08-20W for 36.58 feet; thence S00-51-40W for 123.15 feet to the Point of Beginning.

Containing 0.12 acres (5,039 square feet), more or less.

Filtered Water Line No. 3

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705836.29', E=1775240.46'); Thence N00-46-04E for 9.46 feet to the Point of Beginning; thence N35-31-38W for 109.63 feet; thence S54-28-22W for 12.56 feet; thence N35-3138W for 40.14 feet; thence N54-28-22E for 12.56 feet; thence N35-31-38W for 47.83 feet; thence N63-30-18E for 24.00 feet; thence S29-57-19E for 187.20 feet to Designated Point "A"; thence S00-46-04W for 9.34 feet to the Point of Beginning.

Containing 0.08 acres (3,293 square feet), more or less.

Filtered Water Line No. 4

Commencing from Designated Point "A"; thence N00-54-10E for 54.01 feet; thence S89-50-49E for 49.83 feet; thence S00-24-41E for 11.27 feet; thence S89-13-13E for 94.54 feet; thence N38-03-53E for 24.05 feet; thence N00-36-33E for 13.57 feet; thence S89-23-27E for 20.00 feet; thence S00-36-33W for 20.35 feet; thence S38-03-53W for 40.74 feet; thence N89-13-13W for 65.78 feet; thence S00-51-40W for 10.39 feet; thence S89-20-26E for 283.56 feet; thence N01-09-29E for 48.49 feet; thence S87-31-33E for 103.41 feet; thence S00-52-21W for 63.72 feet; thence S88-47-58E for 23.79 feet; thence S00-06-27W for 10.70 feet; thence S89-14-22E for 560.85 feet; thence N88-49-36W for 91.15 feet; thence N00-5140E for 28.06 feet; thence S89-08-20E for 20.00 feet; thence S00-5140W for 8.16 feet; thence S88-49-36E for 90.83 feet; thence S00-03-16E for 73.13 feet; thence N89-14-22W for 594.06 feet; thence N01-06-10E for 16.92 feet; thence N89-0550W for 31.12 feet; thence N00-52-21E for 58.19 feet; thence N87-31-33W for 63.49 feet; thence S01-09-29W for 47.85 feet; thence N89-20-26W for 122.75 feet; thence

N77-11-50W for 29.81 feet; thence N89-05-50W for 240.37 feet to the Point of Beginning.

Containing 0.70 acres (30,591 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS**" condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party;

delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon

delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: ~~Namit Jain-Senior Manager~~ **Strategic Planning and Global Real Estate**

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 29 day of October, 2019.

Lauren Kay McCloskey
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
~~State of Delaware~~
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____

Name: James W Lough

Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____

Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

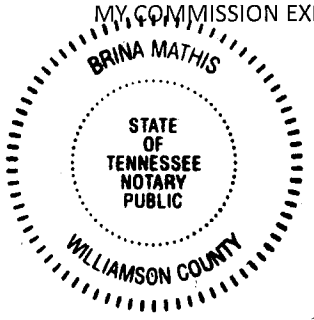
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311166 ESMT
11/05/2019 09:52:30 AM 13 pgs
Fees: $67.00 Taxes: $0.00
20191105-0114092

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor**), and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the fire protection lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove fire protection lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Fire Protection Easement No. 1

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); thence N 45-51-10 E for 16.70 feet to the Point of Beginning; thence N 44-25-24 W for 383.07 feet; thence N 43-03-42 W for 396.31 feet; thence S 45-11-24 W for 22.37 feet; thence N 44-08-51 W for 20.00 feet; thence N 45-11-24 E for 22.74 feet; thence N 43-03-42 W for 29.78 feet; thence S 45-46-34 W for 23.31 feet; thence N 44-08-51 W for 26.95 feet; thence N 45-42-26 E for 585.64 feet; thence S 89-17-34 E for

89.62 feet; thence N 45-42-26 E for 9.93 feet; thence N 44-27-46 W for 280.36 feet; thence S 45-32-14 W for 79.99 feet; thence N 44-27-46 W for 20.00 feet; thence N 45-32-14 E for 79.99 feet; thence N89-18-56 W for 32.76 feet; thence N 44-27-46 W for 117.19 feet; thence N 45-32-14 E for 20.00 feet; thence S 44-27-46 E for 108.94 feet; thence S 89-18-56 E for 26.26 feet; thence N 00-32-14 E for 25.42 feet; thence N 45-20-15 E for 58.45 feet; thence N 44-27-46 W for 151.37 feet; thence N 45-32-14 E for 82.64 feet to Designated Point "A"; thence S 44-27-46 E for 20.00 feet; thence S 45-32-14 W for 62.64 feet; thence S 44-27-46 E for 131.31 feet; thence N 45-20-15 E for 95.94 feet; thence S 44-03-43 E for 20.00 feet; thence S 45-20-15 W for 165.93 feet; thence S00-32-14 W for 30.69 feet; thence S 44-27-46 E for 496.81 feet; thence S 45-56-17 W for 20.00 feet; thence N 44-27-46 W for 187.15 feet; thence S 45-42-26 W for 18.28 feet; thence N 89-17-34 W for 89.62 feet; thence S 45-42-26 W for 249.99 feet; thence S 45-42-26 W for 20.00 feet; thence S 45-42-26 W for 79.72 feet; thence S 44-21-02 E for 80.16 feet; thence S 45-38-58 W for 20.00 feet; N 44-21-02 W for 80.18 feet; thence S 45-42-26 W for 146.84 feet; thence S 43-29-40 E for 124.79 feet; thence S 46-30-20 W for 18.35 feet; thence S 43-03-42 E for 328.72 feet; thence S 44-25-24 E for 173.41 feet; thence S 44-25-24 E for 20.00 feet to Designated Point "B"; thence S 44-25-24 E for 189.51 feet; thence S 45-51-10 W for 20.00 feet to the Point of Beginning.

Containing 1.33 acres (57,825 square feet), more or less.

Fire Protection Easement No. 2

Commencing from Designated Point "A"; thence N 38-54-51 E for 590.73 feet to the Point of Beginning; thence N 44-27-46 W for 20.00 feet; thence N 45-32-14 E for 120.44 feet; thence S 44-27-46 E for 29.37 feet; thence N 45-32-14 E for 37.38 feet; thence S 44-27-46 E for 20.00 feet; thence S 45-32-14 W for 37.38 feet; thence S 44-27-46 E for 204.85 feet; thence N 45-32-14 E for 36.97 feet; thence S 44-27-46 E for 20.00 feet; thence S 45-32-14 W for 36.97 feet; thence S 44-27-46 E for 38.98 feet; thence S 45-32-21 W for 76.86 feet to Designated Point "C"; thence N 44-09-31 W for 20.00 feet; thence N 45-32-21 E for 56.75 feet; thence N 44-27-46 W for 273.20 feet; thence S 45-32-14 W for 100.44 feet to the Point of Beginning.

Containing 0.25 acres (10,896 square feet), more or less.

Fire Protection Easement No. 3

Beginning at Designated Point "B"; thence N 45-37-48 E for 176.40 feet; thence N 44-22-12 W for 66.95 feet; thence N 45-37-48 E for 118.09 feet; thence N 44-24-13 W for 579.23 feet; thence S 45-42-26 W for 20.00 feet; thence S 44-24-13 E for 559.26 feet; thence S 45-37-48 W for 98.08 feet; thence N 44-22-12 W for 17.25 feet; thence S 45-37-48 W for 29.44 feet; thence N 44-22-12 W for 14.98 feet; thence S 45-37-48 W for 28.06 feet; thence N 44-22-12 W for 17.85 feet; thence S 45-53-34 W for 20.00 feet; thence S 44-22-12 E for 37.94 feet; thence N 45-37-48 E for 28.06 feet; thence S 44-22-12 E for

14.98 feet; thence N 45-37-48 E for 29.44 feet; thence S 44-22-12 E for 64.20 feet; thence S 45-37-48 W for 156.41 feet; thence S 44-25-24 E for 20.00 feet to the Point of Beginning.

Containing 0.47 acres (20,566 square feet), more or less.

Fire Protection Easement No. 4

Commencing from Designated Point "C"; thence S 44-09-31 E for 918.39 feet to the Point of Beginning; thence N 45-32-23 E for 24.71 feet; thence S 44-12-18E for 245.87 feet; thence S 45-44-02 W for 6.85 feet; thence N 43-58-52 W for 6.35 feet; thence S 45-46-46 W for 43.54 feet; thence along the arc of a non-radial curve to the left having a radius of 50.00 feet, an arc length of 28.38 feet and being subtended by a chord bearing N 00-11-45 E for 28.00 feet; thence N 45-46-46 E for 24.03 feet; thence N 43-58-52 W for 199.50 feet; thence S 45-32-23 W for 18.75 feet; thence N 44-09-31 W for 20.00 feet to the Point of Beginning.

Containing 0.06 acres (2,581 square feet), more or less.

Fire Protection Easement No. 5

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Old Hickory Boulevard and having TN Grid Coordinates (N=705573.87', E=1773876.40'); thence N49-35-16E for 421.90 feet to the Point of Beginning; thence N86-56-28E for 20.05 feet; thence S00-49-30W for 94.89 feet; thence S19-33-30W for 87.05 feet; thence S00-48-03W for 46.22 feet; thence S34-25-15E for 32.62 feet; thence S00-47-17W for 31.72 feet; thence S89-11-29E for 85.57 feet; N 00-48-35E for 50.00 feet; thence S89-11-29E for 26.53 feet; thence N57-03-31E for 113.79 feet; thence N89-27-43E for 22.24 feet; thence N51-13-42E for 16.32; thence N00-48-31E for 130.62 feet; thence N41-19-50E for 56.30 feet; thence S89-11-29E for 32.73 feet; thence N45-48-31E for 4.40 feet; thence S89-11-29E for 151.13 feet; thence N19-24-44E for 37.27 feet; thence N01-13-19E for 226.24 feet; thence N44-11-29W for 28.50 feet; thence S89-05-50E for 28.33 feet; thence S44-11-29E for 16.80 feet; thence S01-13-19W for 226.14 feet; thence S89-09-50E for 351.96 feet; thence N00-48-31E for 38.24 feet; thence N89-11-29W for 19.68 feet; thence N00-48-31E for 20.00 feet; thence S89-11-29E for 39.68 feet; thence S00-48-31W for 51.03 feet; thence S88-59-24E for 28.35 feet; thence S01-00-36W for 7.13 feet; thence S89-09-50E for 110.27 feet to Designated Point "D"; thence S29-57-19E for 23.28 feet; thence N89-09-50W for 339.42 feet; thence S00-48-31W for 39.75 feet; thence N89-08-48W for 20.00 feet; thence N00-48-31E for 39.74 feet; thence N89-09-50W for 165.95 feet; thence S19-24-44W for 46.05 feet; thence N89-11-29W for 157.21 feet; thence S45-48-31W for 4.40 feet; thence N89-11-29W for 31.80 feet; thence S41-19-50W for 39.70 feet; thence S00-48-31W for 132.65 feet; thence S51-13-42W for 32.67 feet; thence S89-27-43W for 23.36 feet; thence S57-03-31W for 114.05 feet; thence N89-11-29W for 12.60 feet; thence S00-48-35W for 235.10 feet; thence S04-25-

34E for 103.40 feet; thence S20-19-26E for 102.26 feet; thence S44-11-29E for 144.33 feet to Designated Point "E"; thence N89-07-30W for 11.89 feet; thence S45-52-30W for 11.60 feet; thence N44-11-29W for 140.12 feet; thence N20-19-26W for 109.18 feet; thence N04-29-59W for 106.00 feet; thence N00-48-35E for 187.22 feet; thence N89-11-29W for 105.56 feet; thence N00-47-17E for 45.37 feet; thence N34-25-15W for 32.63 feet; thence N00-48-03 E for 55.87 feet; thence N19-33-30E for 87.06 feet; thence N00-49-30E for 90.24 feet to the Point of Beginning.

Containing 1.14 Acres (49,819 square feet), more or less.

Fire Protection Line Easement No. 6

Commencing at the aforementioned Designated Point "E"; thence S89-07-30E for 119.79 feet to the Point of Beginning; thence N00-48-31E for 69.34 feet; thence S89-12-30E for 60.40 feet; thence S00-47-30W for 20.00 feet; thence N89-12-30W for 40.40 feet; thence S00-48-31W for 49.37 feet; thence N89-07-30W for 20.00 feet to the Point of Beginning.

Containing 0.05 Acres (2,195 square feet), more or less.

Fire Protection Line Easement No. 7

Commencing from Designated Point "D" ; thence N22-23-26E for 287.22 feet to the Point of Beginning; thence N00-54-10E for 35.38 feet to Designated Point "F"; thence S89-11-29E for 34.34 feet; thence S00-48-31W for 15.48 feet; thence S89-01-50E for 33.86 feet; thence N01-52-08E for 27.92 feet; thence S88-07-52E for 20.00 feet; thence S01-52-08W for 27.60 feet; thence S89-01-50E for 113.46 feet; thence N00-57-12E for 28.04 feet; thence S88-16-07E for 28.39 feet; thence S00-53-40W for 27.66 feet; thence S89-01-50E for 28.65 feet; thence N41-48-18E for 13.33 feet; thence S89-11-29E for 201.86 feet; thence N00-50-51E for 264.70 feet; thence N89-11-29W for 85.78 feet; thence S01-20-40W for 17.25 feet; thence N88-39-20W for 49.11 feet; thence N44-10-24W for 16.15 feet; thence S66-39-25W for 45.85 feet; thence N89-11-29W for 105.53 feet; thence S00-48-31W for 29.17 feet; thence N89-11-29W for 20.00 feet; thence N00-48-31E for 49.17 feet; thence S89-11-29E for 121.25 feet; thence N66-36-25E for 48.38 feet; thence N01-23-07E for 160.11 feet; thence N89-00-51W for 342.62 feet; thence S01-16-53W for 132.07 feet; thence N88-14-24W for 7.27 feet; thence N00-00-00E for 39.15 feet; thence N04-01-17E for 107.74 feet; thence N53-54-59E for 8.68 feet; thence S89-00-51E for 385.87 feet; thence S39-06-24E for 12.91 feet; thence S89-04-49E for 77.65 feet; thence N46-54-29E for 99.75 feet; N73-51-56E for 346.94 feet; thence N61-30-41W for 33.45 feet; thence N28-29-19E for 20.00 feet; thence S61-30-41E for 53.72 feet; thence N73-51-56E for 75.64 feet; thence N29-02-09E for 33.61 feet; thence N73-27-35E for 128.63 feet; thence S72-25-50E for 10.18 feet; thence N74-12-36 E for 33.39 feet; thence N37-23-00E for 48.74 feet; thence N73-33-20E for 78.36 feet; thence N15-09-08W for 65.44 feet; thence N72-47-34E for 251.14 feet; thence S66-04-54E for 18.73 feet; thence N46-05-39E for 841.72 feet; thence N43-39-38W for 22.13 feet; thence N46-

20-22E for 24.00 feet; thence N01-42-19W for 141.57 feet; thence N53-03-23E for 18.61 feet; thence S48-35-06E for 20.42 feet; thence S53-03-23W for 12.37 feet; thence S01-42-19E for 142.37 feet; thence N47-22-10 E for 116.66 feet; thence S48-35-06E for 20.11 feet; thence S47-22-10W for 93.51 feet; thence S46-45-33W for 20.04 feet; thence S46-05-39W for 891.33 feet; thence N66-04-54W for 24.67 feet; thence S72-47-34W for 33.85 feet; thence S16-31-45E for 328.70 feet; thence S73-30-58W for 20.00 feet; thence N16-31-45W for 328.44 feet; thence S72-47-34W for 170.48 feet; thence S15-09-08E for 65.70 feet; thence S73-33-20W for 91.38 feet; thence S37-23-00W for 40.43 feet; thence S16-39-49E for 63.48 feet; thence S72-54-21W for 86.08 feet; thence S15-56-01E for 104.67 feet; thence S73-13-36W for 20.00 feet; thence N15-56-01W for 124.56 feet; thence N72-54-21E for 85.83 feet; thence N16-39-49W for 38.88 feet; thence S74-12-36W for 32.86 feet; thence N72-25-50W for 10.03 feet; thence S73-27-35W for 114.33 feet; thence S29-02-09W for 33.69 feet; thence S73-51-56W for 454.50 feet; thence S46-54-29W for 103.04 feet; thence N89-04-49W for 95.05 feet; thence N39-06-24W for 12.93 feet; thence N89-00-51W for 17.96 feet; thence S01-23-07W for 172.56 feet; thence S88-39-20E for 22.80 feet; thence N01-20-40E for 17.06 feet; thence S89-11-29E for 139.38 feet to Designated Point "G"; S21-41-29E for 21.65 feet; thence N89-11-29W for 22.07 feet; thence S00-50-51W for 271.87 feet; thence S88-01-50E for 52.35 feet; S49-04-22E for 33.75 feet; thence S02-24-38W for 107.57 feet; thence N89-22-46W for 20.01 feet; thence N02-24-38E for 98.55 feet; thence N49-04-22W for 17.03 feet; thence N88-01-50W for 66.06 feet; thence N60-31-44W for 14.06 feet; thence N89-11-29W for 45.00 feet; thence S00-00-36E for 57.58 feet' thence N89-05-50W for 20.00 feet; thence N00-00-36W for 57.55 feet; thence N89-11-29W for 114.22 feet; thence S41-48-18W for 13.36 feet; thence N89-01-50W for 117.64 feet; thence S00-56-23E for 29.69 feet; thence N89-05-50W for 20.01 feet; thence N00-56-23W for 29.72 feet; thence N89-01-50W for 130.23 feet to the Point of Beginning.

Containing 2.41 Acres (105,028 square feet), more or less.

Fire Protection Line Easement No. 8

Commencing from Designated Point "F"; thence N00-54-10E for 31.56 feet to the Point of Beginning; thence continuing N00-54-10E for 125.31 feet; thence S89-01-47E for 14.61 feet; thence S00-16-14W for 82.86 feet; thence S20-59-57W for 45.19 feet to the Point of Beginning.

Containing 0.04 Acres (1,578 square feet), more or less.

Fire Protection Line Easement No. 9

Beginning at Designated Point "G"; thence N45-48-31E for 163.26 feet; thence N30-00-47E for 52.71 feet; thence N81-52-50E for 436.42 feet; thence N73-13-36E for 35.85 feet; thence S16-16-2E for 20.79 feet; thence S00-26-35W for 511.50 feet; thence S48-10-46W for 111.58 feet; thence N89-35-15W for 369.69 feet; thence S29-38-12W for

37.11 feet; thence N89-22-46W for 93.27 feet; thence continuing N89-22-46W for 20.01 feet; thence continuing N89-22-46W for 57.79 feet; thence S01-06-10W for 16.38 feet; thence S88-20-50E for 183.20 feet; thence N29-38-12E for 36.80 feet; thence S89-35-15E for 365.68 feet; thence N48-10-46E for 128.15 feet; thence N00-25-35E for 523.29 feet; thence N16-16-21W for 23.91 feet; thence N73-13-36E for 137.00 feet; thence S16-30-50E for 68.50 feet; thence N73-30-58E for 172.40 feet; thence S16-34-37E for 150.85 feet; thence N73-25-23E for 20.00 feet; thence N16-34-37W for 18.18 feet; thence N74-36-39E for 14.54 feet; thence S16-10-56E for 13.77 feet; thence N74-36-39E for 58.91 feet; thence N15-23-21W for 20.00 feet; thence S74-36-39W for 39.18 feet; thence N16-10-56W for 13.77 feet; thence S74-36-39W for 34.68 feet; thence N16-34-37W for 112.64 feet; thence N73-30-58E for 72.67 feet; thence S85-38-09E for 18.30 feet; thence N72-34-00E for 461.47 feet; thence along the arc of a curve to the left having a radius of 99.00 feet, an arc length of 126.14 feet and being subtended by a chord bearing N36-03-51E for 117.78 feet; thence N00-26-17W for 223.73 feet; thence along the arc of a curve to the right having a radius of 103.00 feet, an arc length of 79.49 feet and being subtended by a chord bearing N21-40-16E for 77.53 feet; thence N43-46-48E for 184.00 feet; thence along the arc of a curve to the left having a radius of 123.00 feet, an arc length of 61.01 feet and being subtended by a chord bearing N29-34-14E for 60.39 feet; thence N15-21-40E for 73.09 feet; thence along the arc of a curve to the right having a radius of 19.00 feet, an arc length of 9.99 feet and being subtended by a chord bearing N30-25-26E for 9.88 feet; thence N45-29-13E for 13.40 feet; thence S47-10-26E for 249.89 feet; thence N42-49-34E for 20.00 feet; thence N47-10-26W for 259.51 feet; thence N47-22-22W for 78.36 feet; thence N44-20-43E for 27.38 feet; thence S46-26-30E for 20.20 feet; thence N43-00-33E for 69.13 feet; thence N39-26-45W for 20.17 feet; thence S43-00-33W for 51.58 feet; thence N46-26-33W for 19.74 feet; thence S44-20-43W for 47.70 feet; thence N47-22-22W for 75.87 feet; thence N01-54-21W for 7.21 feet; thence N46-54-21W for 23.87 feet; thence S46-45-33W for 20.04 feet; thence S46-54-21E for 16.87 feet; thence S01-54-21E for 7.30 feet; thence S47-22-22E for 172.18 feet; thence S45-29-13W for 12.44 feet; thence along the arc of a curve to the left having a radius of 39.00 feet, an arc length of 20.51 feet and being subtended by a chord bearing S30-25-26W for 20.27 feet; thence S15-21-40W for 73.09 feet; thence along the arc of a curve to the right having a radius of 103.00 feet, an arc length of 51.09 feet and being subtended by a chord bearing S29-34-14W for 50.57 feet; thence S43-46-48W for 184.00 feet; thence along the arc of a curve to the left having a radius of 123.00 feet, an arc length of 94.93 feet and being subtended by a chord bearing S21-40-16W for 92.59 feet; thence S00-26-17E for 223.73 feet; thence along the arc of a curve to the right having a radius of 79.00 feet, an arc length of 100.68 feet and being subtended by a chord bearing S36-03-51W for 93.99 feet; thence S73-34-00W for 457.62 feet; thence N85-38-09W for 18.12 feet; thence S73-30-58W for 18.12 feet; thence continuing S73-30-58W for 20.00 feet; thence continuing S73-30-58W for 218.76 feet; thence N16-30-50W for 68.60 feet; thence S73-13-36W for 164.37 feet; thence continuing S73-13-36W for 20.00 feet; thence continuing S73-13-36W for 27.05 feet; thence S81-52-05W for 444.64 feet; thence S30-00-47W for 59.67 feet; thence S45-48-31W for 152.20 feet; thence S21-41-29W for 21.65 feet to the Point of Beginning.

Containing 2.05 Acres (89,413 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS**" condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: **Namit Jain-Senior Manager Strategic Planning and Global Real Estate**

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr. of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 28 day of October, 2019.

_____
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____

Name: James W Lough

Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____

Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

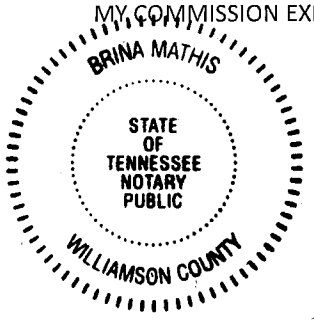
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311166 ESMT
11/05/2019 09:52:30 AM 10 pgs
Fees: $52.00 Taxes: $0.00
20191105-0114091

EASEMENT

THIS EASEMENT made this 4th day of November 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor**), and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the process sewer lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove process sewer lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Process Sewer Line Easement No. 1

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); thence N20-52-08W for 1557.43 feet to the Point of Beginning; thence N44-27-47W for 20.00 feet; thence N45-32-13E for 849.67 feet; thence S44-27-47E for 80.60 feet; thence N45-32-13E for 120.18 feet; thence S44-27-47E for 703.89 feet; thence S46-38-28W for 5.66 feet; thence along the arc of a curve to the right having a radius of 100.00 feet, an arc length on 14.41 feet and being subtended by a chord bearing

S50-46-09W for 14.40 feet; thence N44-27-47W for 682.47 feet; thence S45-32-13W for 120.18 feet; thence N44-27-47W for 80.60 feet; thence S45-32-13W for 829.67 feet to the Point of Beginning.

Containing 0.80 acres (34,678 square feet), more or less.

Process Sewer Line Easement No. 2

Commencing at a point on the outer boundary of the DuPont Old Hickory Site along Swinging Bridge Road and having TN Grid Coordinates (N=706475.95', E=1773000.78'); thence N49-10-56E for 1950.41 feet to the Point of Beginning; thence N46-17-50E for 20.00 feet to Designated Point "A"; thence S44-10-37E for 36.79 feet to Designated Point "B"; thence S09-21-09W for 24.87 feet' thence continuing S09-21-09W for 164.53 feet; thence N33-06-09W for 29.63 feet; thence N09-21-09E for 157.45 feet; thence N44-10-37W for 26.87 feet to the Point of Beginning.

Containing 0.09 acres (4,105 square feet), more or less.

Process Sewer Line Easement No. 3

Commencing from Designated Point "A"; thence N46-17-50E for 329.81 feet to the Point of Beginning; thence N44-23-29E for 31.06 feet; thence N84-28-53E for 295.46 feet; thence S16-17-01E for 153.28 feet; thence S73-4259W for 20.00 feet; thence N16-17-01W for 136.72 feet; thence S84-2853W for 302.67 feet to the Point of Beginning.

Containing 0.20 acres (8,881 square feet), more or less.

Process Sewer Line Easement No. 4

Beginning at Designated Point "B"; thence S09-21-09W for 24.87 feet; thence S44-10-37E for 136.31 feet; thence S45-32-14W for 175.92 feet; thence S03-45-06W for 12.44 feet; thence S22-55-04E for 12.59 feet; thence N45-32-14E for 209.71 feet; thence N44-10-37W for 170.99 feet to the Point of Beginning.

Containing 0.16 acres (6,964 square feet), more or less.

Process Sewer Line Easement No. 5

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705836.29', E=1775240.46'); thence N00-46-04E for 8.83 feet to the Point of Beginning; thence N41-05-58W for 367.03 feet; thence N84-41-11W for 203.52 fee; thence S89-05-50E for 215.73 feet to Designated Point "C"; thence S41-05-

58E for 294.91 feet; thence S29-57-19E for 69.07 feet; thence S00-46-03W for 9.96 feet to the Point of Beginning.

Containing 0.19 acres (8,484 square feet), more or less.

Process Sewer Line Easement No. 6

Commencing from Designated Point "C"; thence N62-28-35E for 609.59 feet to the Point of Beginning; thence N59-59-10 E for 120.64 feet; thence N00-24-24E for 23.15 feet; thence N89-42-41 E for 36.63 feet; thence N25-21-08E for 65.88 feet; thence N35-45-35E for 38.32 feet; thence N52-25-55E for 43.59 feet; thence N24-04-54W for 49.06 feet; thence N65-55-06E for 20.00 feet to Designated Point "D"; thence S24-04-54E for 56.02 feet; thence N34-39-39E for 173.87 feet; thence N72-00-08E for 80.30 feet; thence S14-07-13E for 84.56 feet; thence S75-52-47W for 20.00 feet; thence N14-07-13W for 63.16 feet; thence S72-00-08W for 58.66 feet; thence S03-02-24E for 54.25 feet; thence S00-59-17E for 155.97 feet; thence S40-15-25E for 97.57 feet; thence N65-45-46E for 152.95 feet; thence S02-22-16W for 136.02 feet; thence S22-17-19E for 22.53 feet; thence S67-42-41W for 20.00 feet; thence N22-17-19W for 26.90 feet; thence N02-22-16E for 108.00 feet; thence S65-45-46W for 135.62 feet; thence N40-16-25W for 119.77 feet; thence N00-59-17W for 160.56 feet; thence N27-38-49W for 31.85 feet; thence N88-32-12W for 107.29 feet; thence N26-34-56W for 67.83 feet; thence N63-25-04E for 20.00 feet; thence S26-34-56E for 55.82 feet; thence S88-32-12E for 107.09 feet; thence N03-02-24W for 12.96 feet; thence N34-39-39W for 168.88 feet; thence S52-25-55W for 38.02 feet; thence S35-45-35W for 33.56 feet; thence S25-21-08W for 73.46 feet; thence S59-59-10W for 35.70 feet; thence S00-24-24W for 21.50 feet; thence S89-59-59W for 37.06 feet; thence S59-59-10W for 55.89 feet; thence N88-57-57W for 38.78 feet to the Point of Beginning.

Containing 0.70 acres (30,511 square feet), more or less.

Process Sewer Line Easement No. 7

Commencing from Designated Point "D"; thence N04-01-47E for 467.03 feet to the Point of Beginning; thence along the arc of a non-radial curve to the right having a radius of 501.00 feet, an arc length of 20.06 feet and being subtended by a chord bearing N36-28-32E for 20.06 feet; thence S48-58-49E for 194.33 feet; thence S63-33-54E for 198.54 feet; thence N76-175-5E for 568.49 feet; thence N08-18-19E for 8.97 feet; thence N16-38-14W for 33.55 feet; thence N72-53-40E for 216.53 feet; thence N51-00-22E for 180.93 feet; thence S53-39-20E for 45.29 feet; thence N45-56-50E for 483.93 feet; thence N00-00-01W for 37.16 feet; thence S43-5752E for 144.31 feet; thence S46-02-08W for 20.00 feet to Designated Point "E"; thence N43-57-52W for 97.57 feet; thence S45-56-50W for 506.59 feet; thence N53-39-20W for 46.75 feet; thence S51-00-22W for 169.35 feet; thence S72-53-40W for 200.56 feet; thence S16-38-14E for 18.13 feet;

S08-18-19W for 26.88 feet; thence S76-17-55W for 589.28 feet; thence N63-33-54W for 208.41 feet; thence N48-5849W for 195.30 feet to the Point of Beginning.

Containing 0.96 acres (41,673 square feet), more or less.

Process Sewer Line Easement No. 8

Commencing from Designated Point "E"; thence S42-36-02W for 234.70 feet to the Point of Beginning; thence S33-13-50E for 20.00 feet; thence S56-46-10W for 200.34 feet; thence S16-57-18E of r143.67 feet; thence S44-54-50W for 182.39 feet; thence N45-05-10W for 20.00 feet ; thence N44-54-50E for 170.40 feet; thence N16-57-18W for 125.84 feet; thence S56-46-10W for 91.49 feet; thence N33-13-50W for 20.00 feet; thence N56-46-10E for 312.67 feet to the Point of Beginning.

Containing 0.29 acres (12,476 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current **"AS IS"** condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and in said writing designates the substituted suitable location or locations and thereupon Grantee

shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any

person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: Namit Jain-Senior Manager ~~Strategic Planning and~~ Global Real Estate

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 29 day of October, 2019.

Lauren Kay McCloskey
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
~~State of Delaware~~
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Lough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

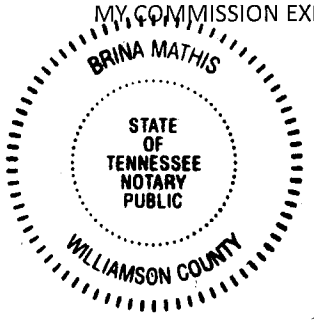
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

Prepared by and return to:

Christy Zoltun Donati, Esquire
DuPont Specialty Products USA, LLC
Chestnut Run Plaza 721/2210
974 Centre Road
Wilmington, Delaware 19805

Karen Johnson Davidson County
Batch# 311166 ESMT
11/05/2019 09:52:30 AM 8 pgs
Fees: $42.00 Taxes: $0.00
20191105-0114097

EASEMENT

THIS EASEMENT made this 4th day of November, 2019, by and between **DUPONT SPECIALTY PRODUCTS USA, LLC** a Delaware limited liability company, (the **Grantor),** and **SONTARA OLD HICKORY, INC.** (the **Grantee**),

W I T N E S S E T H:

FOR AND IN CONSIDERATION of good and valuable consideration, in hand paid to Grantor by Grantee, receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained and stipulated to be kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement for the compressed air lines in, on, under, through and across certain lands situate in Old Hickory, Davidson County, Tennessee, commonly known as Grantor's Old Hickory Plant, said easement areas described herein as follows, to-wit:

Easement

A permanent non-exclusive easement and right-of-way in order to maintain repair, rebuild, operate and remove compressed air lines and all necessary appurtenances, all over, upon, and across the land described as follows:

Compressed Air Line Easement No. 1

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705855.09', E=1775240.71'); thence N 16-01-04 E for 309.47 feet to the Point of Beginning; thence N00-54-10 E for 40.51 feet; thence S 88-52-03 E for 62.43 feet; thence N 01-29-53 E for 131.80 feet; thence N88-30-07 W for 34.05 feet' thence N 01-29-53 E for 20.00 feet; thence S 88-30-07 E for 34.05 feet; thence N 01-29-53 E for 10.44 feet; thence N 89-59-04 W for 64.12 feet; thence N 00-54-10 E for 32.62 feet; thence N 89-47-27 E for 49.79 feet; thence N 00-53-08 E for 8.01 feet; thence S 89-06-52 E for 51.31 feet; thence S 01-34-19 W for 202.97 feet; thence S 88-52-03 E for 373.59 feet;

thence S 01-07-18 W for 76.66 feet; thence N 89-05-50 W for 27.61 feet; thence N 00-36-13 E for 38.92 feet; thence N 89-12-38 W for 444.19 feet to the Point of Beginning.

Containing 0.68 acres (29,834 square feet), more or less.

Compressed Air Line Easement No. 2

Commencing from a point on the outer boundary of the DuPont Old Hickory Site having TN Grid Coordinates (N=705855.09', E=1775240.71'); thence N 29-57-19 W E for 150.39 feet to the Point of Beginning; thence S 88-42-01 W for 120.94 feet; thence N 01-17-59 W for 20.00 feet; thence N 88-42-01 E for 110.01 feet; thence S 29-57-19 E for 22.79 feet to the Point of Beginning.

Containing 0.05 acres (2,310 square feet), more or less.

Being a portion of the same property conveyed DUPONT SPECIALTY PRODUCTS USA, LLC, a Delaware limited liability company, by Special Warranty Deed from E. I. Du Pont De Nemours and Company, a Delaware corporation, of record as Instrument No. 20190211-0012593, in the Register's Office for Davidson County, Tennessee.

The above-described easements and supply lines are collectively described as Facilities (the **Facilities)**, and are more particularly shown on the drawing attached hereto as Exhibit A and made a part hereof.

Together with the rights of ingress and egress to and from the Facilities along the access roads that are described below or other grant of access.

This easement is conveyed subject to existing easement rights owned by the Grantee.

TO HAVE AND TO HOLD the said easement and right-of-way to the Grantee and its assigns forever.

Grantor covenants with the said Grantee that it is lawfully seized and possessed of said real estate, has a good and lawful right to convey the easement rights hereinabove described subject to all matters of record and any state of facts that an accurate survey or inspection of the property would disclose. Grantee further accepts the property herein in its current "**AS IS**" condition without any warranties either express or implied.

Grantor agrees that the consideration above stated is accepted as full compensation for damage caused by the exercise of any of the rights above described; except that the Grantee shall remain liable for any direct physical damage caused to the property of the undersigned by its forces or by the forces of its agents and employees in the maintenance of, or in exercising a right of ingress and egress to, said facilities and equipment.

Grantor shall have the right, exercisable at any time and from time to time, in the event it has need of the land occupied by any one or more of the Facilities, to require Grantee to relocate such Facilities, or part thereof, to another location or locations under the control of Grantor and suitable for Grantee's use and operation provided Grantor notifies Grantee thereof in writing and

in said writing designates the substituted suitable location or locations and thereupon Grantee shall, at Grantor's expense, relocate such Facilities, or part thereof, to such substituted location within one (1) year after the receipt of said notice or such longer period necessitated by any Force Majeure Events or any government act or inaction. Grantor shall cooperate with Grantee in such relocation efforts to minimize any disruption to Grantee's or third parties operations which utilize any such Facilities. Upon any such relocation, the description herein contained shall be deemed amended so as to describe accurately the substituted location and the parties hereto shall thereupon execute a recordable agreement so amending the same.

As used in this Easement, "**Force Majeure Events**" means so-called acts of God, including extraordinary weather events such as floods, hurricanes, and earthquakes; strikes, lockouts or labor disputes; explosions, accidents, riots or civil disorder; acts of war, terrorism or sabotage; fire or other casualty; legal requirements beyond the reasonable control of the delayed party; delays caused by the other party; and other causes beyond the reasonable control of the delayed party.

Grantor, for itself, and its successors and assigns, covenants with the Grantee that no buildings, including construction and operation activities signboards, billboards, or fire hazards will be erected or maintained within the limits of said easement area, and agrees that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

This easement benefits and runs with title to land served by the easement and any Facilities. This easement inures to the benefit of any future operators of the respective Facilities or to Grantee's successors in title to such land, such being deemed a Grantee for purposes of this Easement.

In the event Grantee shall cease to use or maintain any one or more of the Facilities at any time for a continuous period of twelve (12) months and the earlier of (a) complete removal of the applicable Facility assets or (b) two years from the date Grantee ceases to use or maintain such applicable Facility assets (each, a "**Terminated Facility**"), then the rights herein granted as to the Terminated Facility shall terminate and the parties hereto shall execute a recordable agreement evidencing such termination and Grantee shall within thirty (30) days after the date of such termination, remove the Terminated Facility from Grantor's property, leaving the portion thereof affected thereby in a comparable condition to that prior to the grant of the easement. Should Grantee fail to remove its said property as herein provided Grantor may remove the same at Grantee's expense. The twelve (12) month period of continuous non-use and non-maintenance stated above will be extended to the extent non-use and non-maintenance beyond twelve (12) months is caused by any Force Majeure Events.

Grantor shall indemnify and hold Grantee safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any

person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantee.

Grantee shall indemnify and hold Grantor safe and harmless from and against any and all loss, costs, damages, claims, actions or other liabilities on account of the death of or any injury to any person or persons or the damage to or the destruction of any property arising from or growing out of its exercise of the rights herein granted, save and except to the extent such loss, costs, damages, claims, actions or other Liabilities on account of the death of or injury to any person or persons or the damage to or the destruction of any property result from willful or negligent acts of Grantor.

Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

If to Grantor:

DuPont Specialty Products USA, LLC
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805
Attention: Corporate Real Estate

If to Grantee:
Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee 37138
Attention:

The foregoing address and addressees may be changed by giving notice of such change in the manner provided for herein.

(Signatures on following page)

IN WITNESS WHEREOF, GRANTOR has caused these presents to be signed by its duly authorized officer this 4th day of November, 2019.

DUPONT SPECIALTY PRODUCTS USA, LLC

By: _____

Title: Namit Jain-Senior Manager
Strategic Planning and
Global Real Estate

STATE OF Delaware)
) SS
COUNTY OF New Castle)

Before me appeared Namit Jain, to me personally known, who, being my me duly sworn, did say that he/she is the Sr. Real Estate Mgr of DUPONT SPECIALTY PRODUCTS USA, LLC, and that said instrument was signed and delivered on behalf of said company, by authority of its Board of Directors, and he/she, as such authorized officer, acknowledged said instrument to be the free act and deed of said company on the day and year therein mentioned.

WITNESS my hand and official seal this 28 day of October, 2019.

LaurKay McCloskey
NOTARY PUBLIC

My Commission Expires:

LAUREN KAY MCCLOSKEY
Notary Public
State of Delaware
My Commission Expires On
February 13, 2023

The name and address of the owner of the aforedescribed easement are:

EASEMENT OWNER: Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, Tennessee
37178

The name and address of the legal owner are:

OWNER: DuPont Specialty Products USA, LLC (See D.B. , page)
Chestnut Run Plaza
974 Centre Road
Wilmington, Delaware 19805

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration for this transfer is $0.00.

SONTARA OLD HICKORY, INC.

By: _____
Name: James W Rough
Title: VP Operations

Subscribed and sworn before me, this 31st day of October 2019

_____
Notary Public

OLGA FERGUSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 11/08/2021

PPAB 5207403v1

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

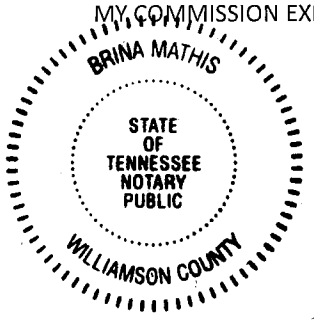
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).

ATTACHMENT 2

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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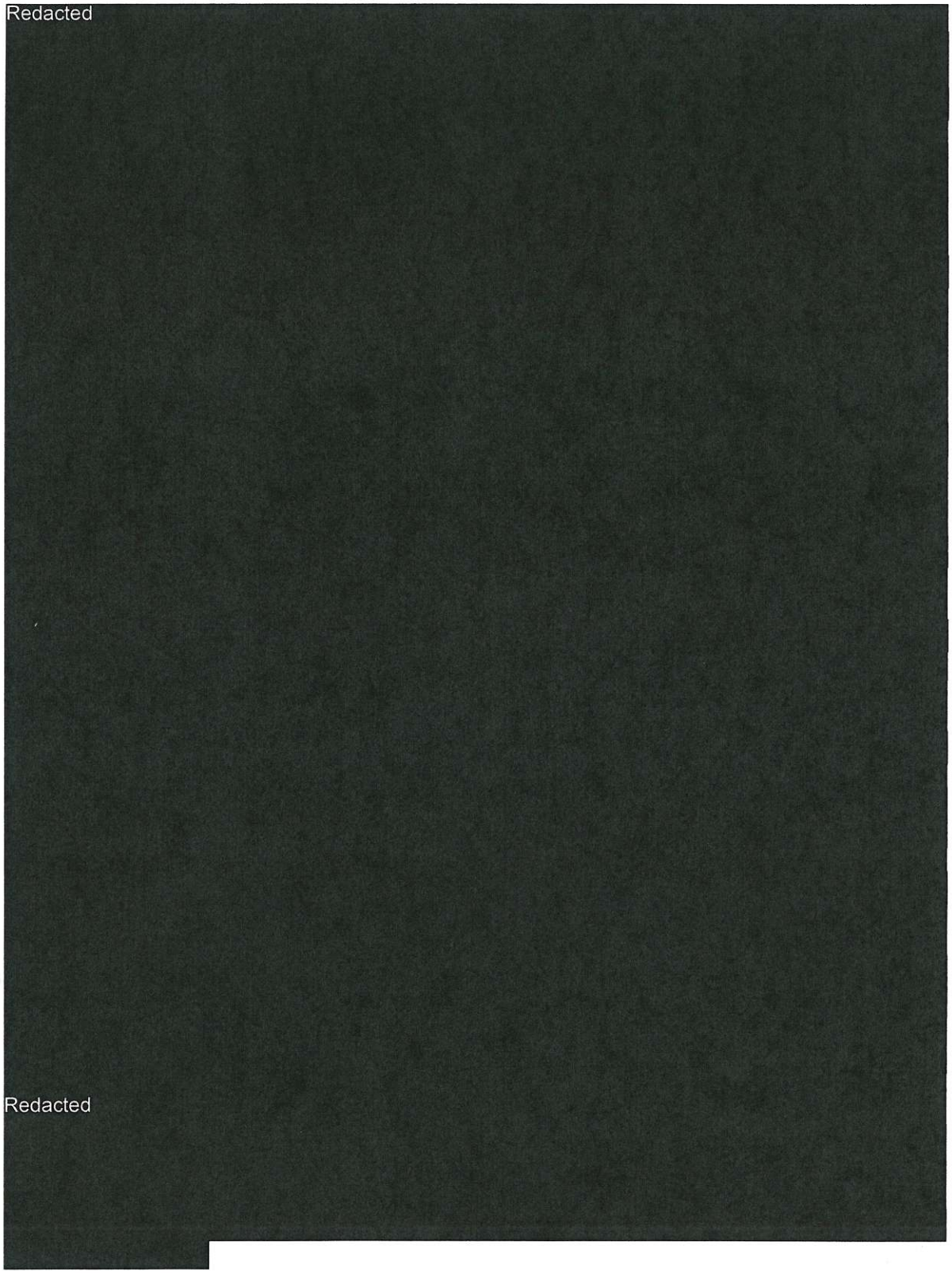
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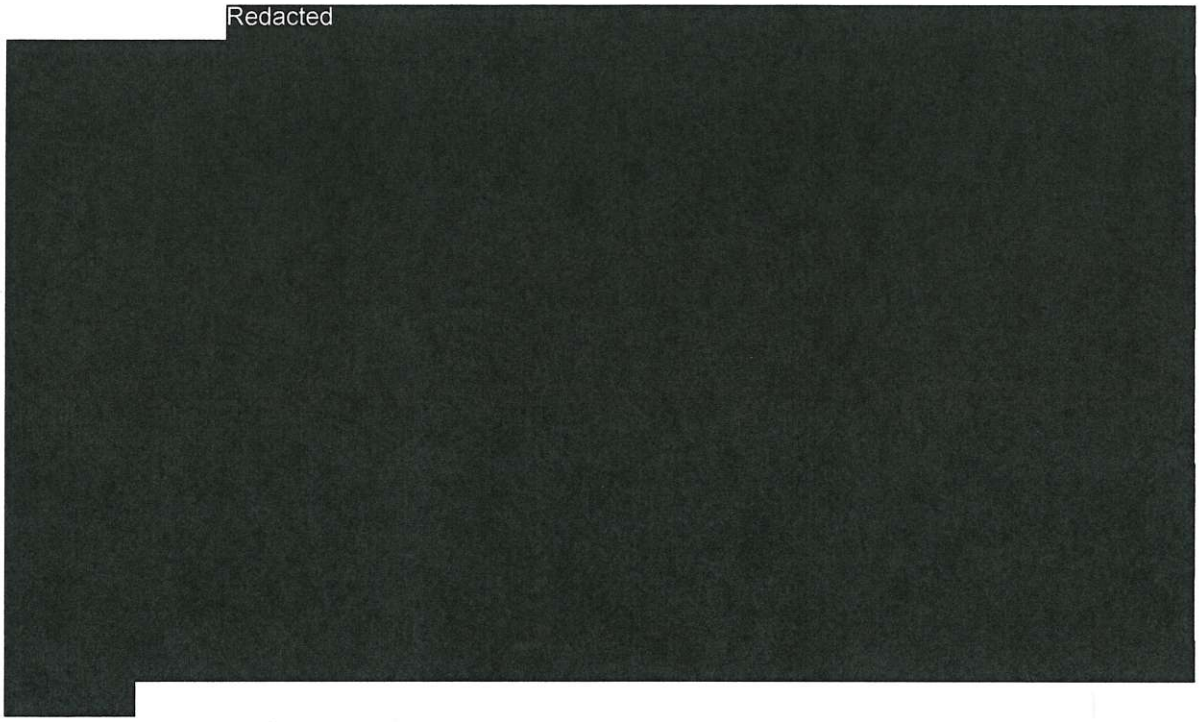
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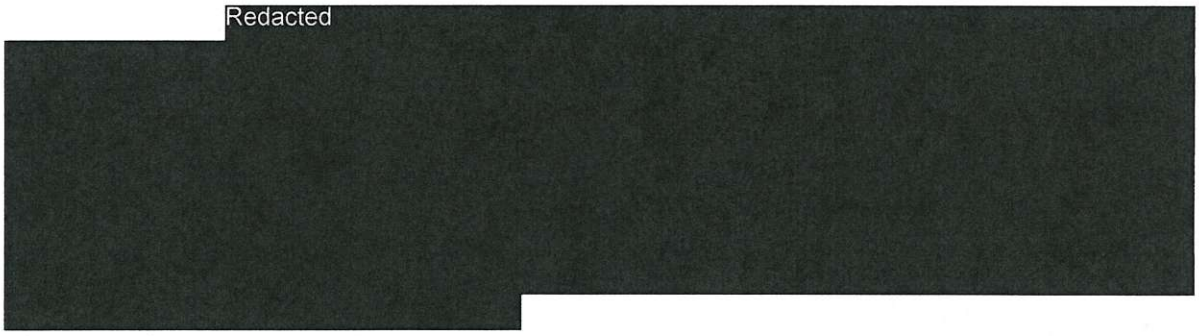
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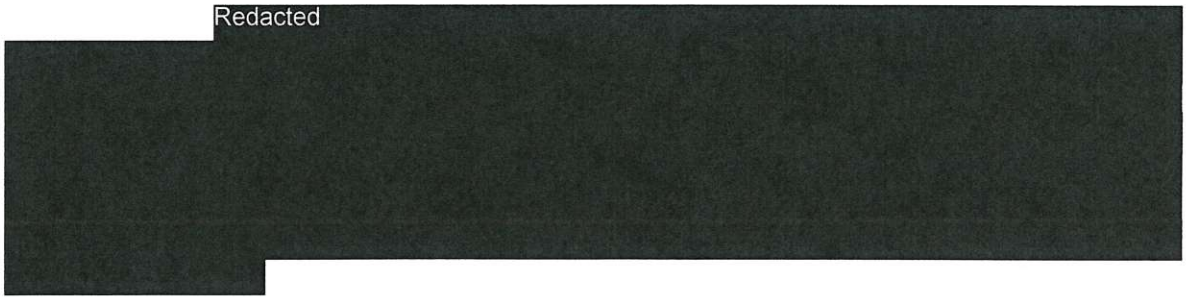
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5.12 BUYER SITE SERVICES AGREEMENT AMENDMENTS

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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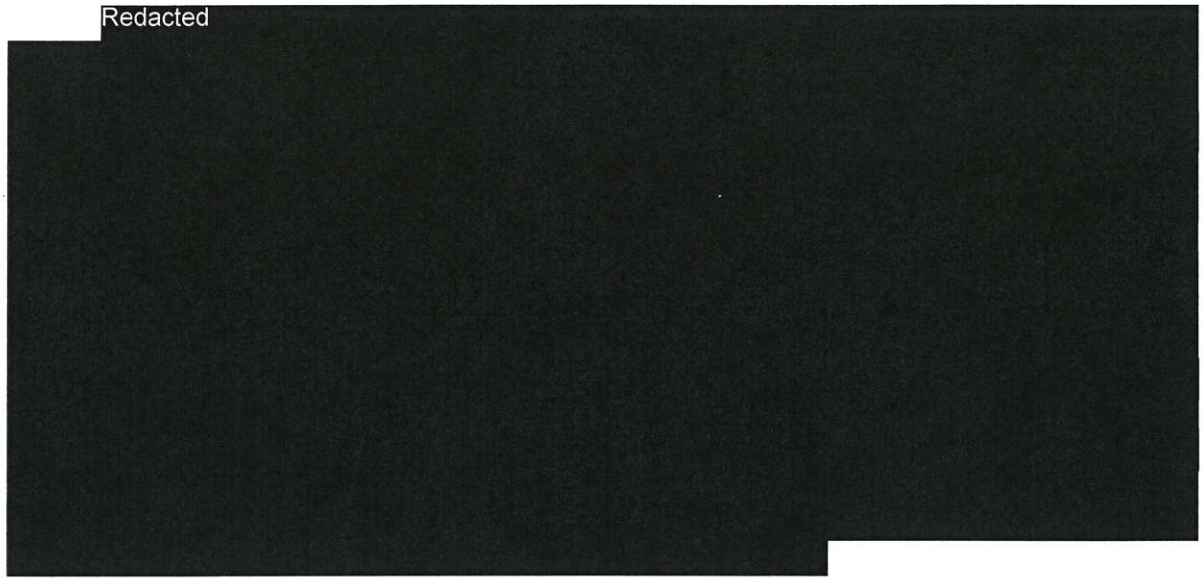

5.16 SCHEDULE UPDATES

(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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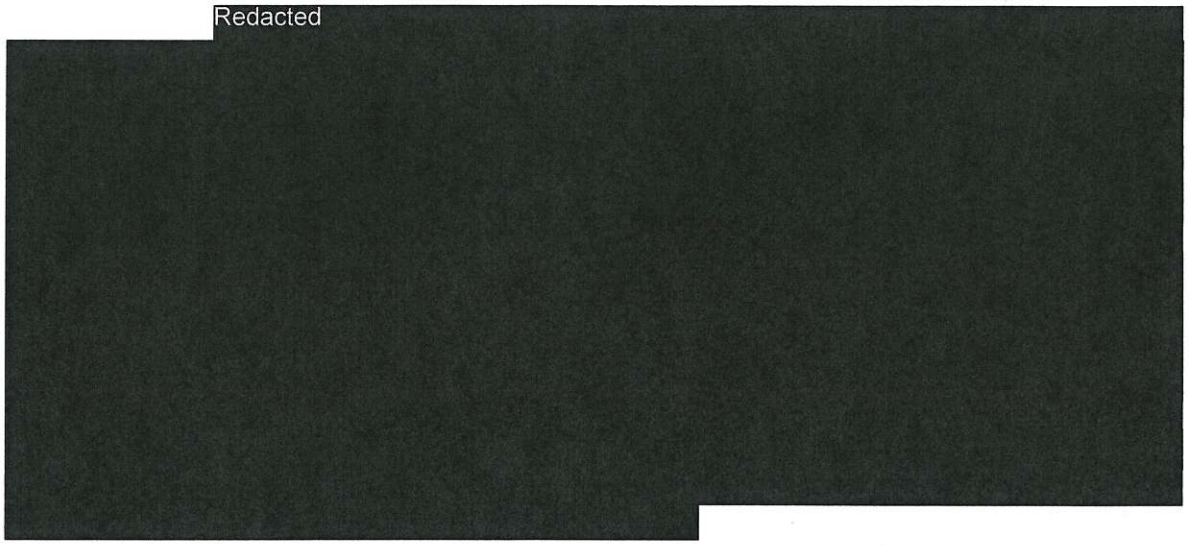
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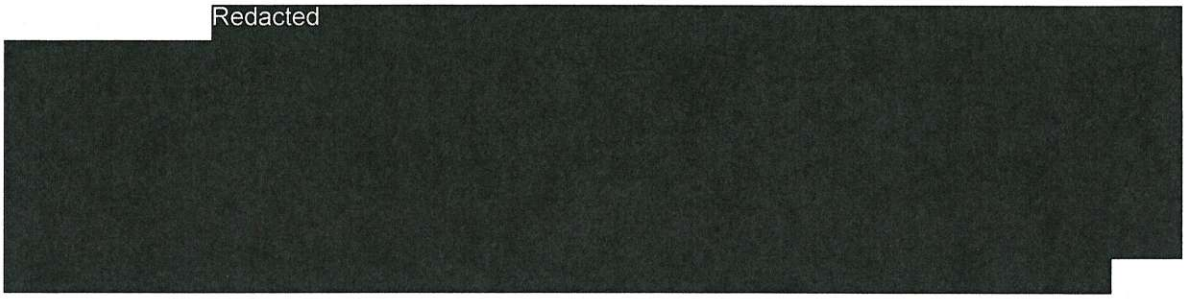
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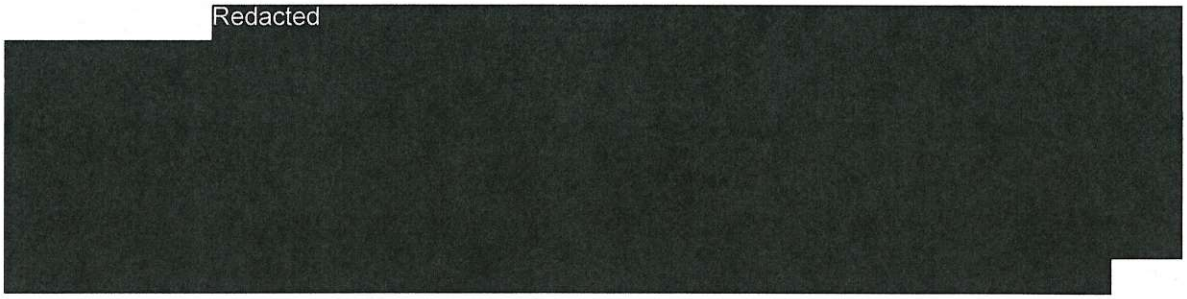
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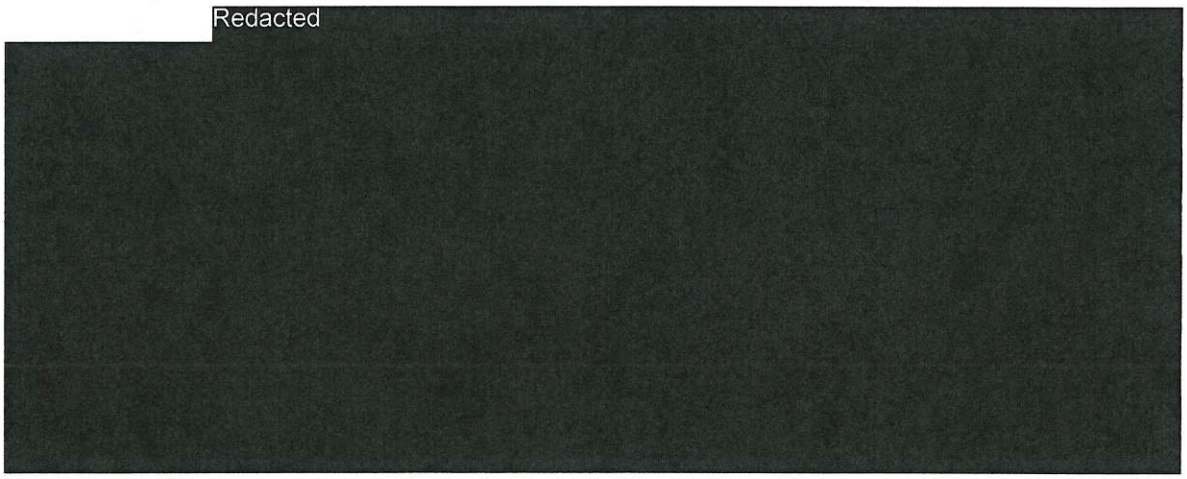
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ARTICLE 9
TERMINATION

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

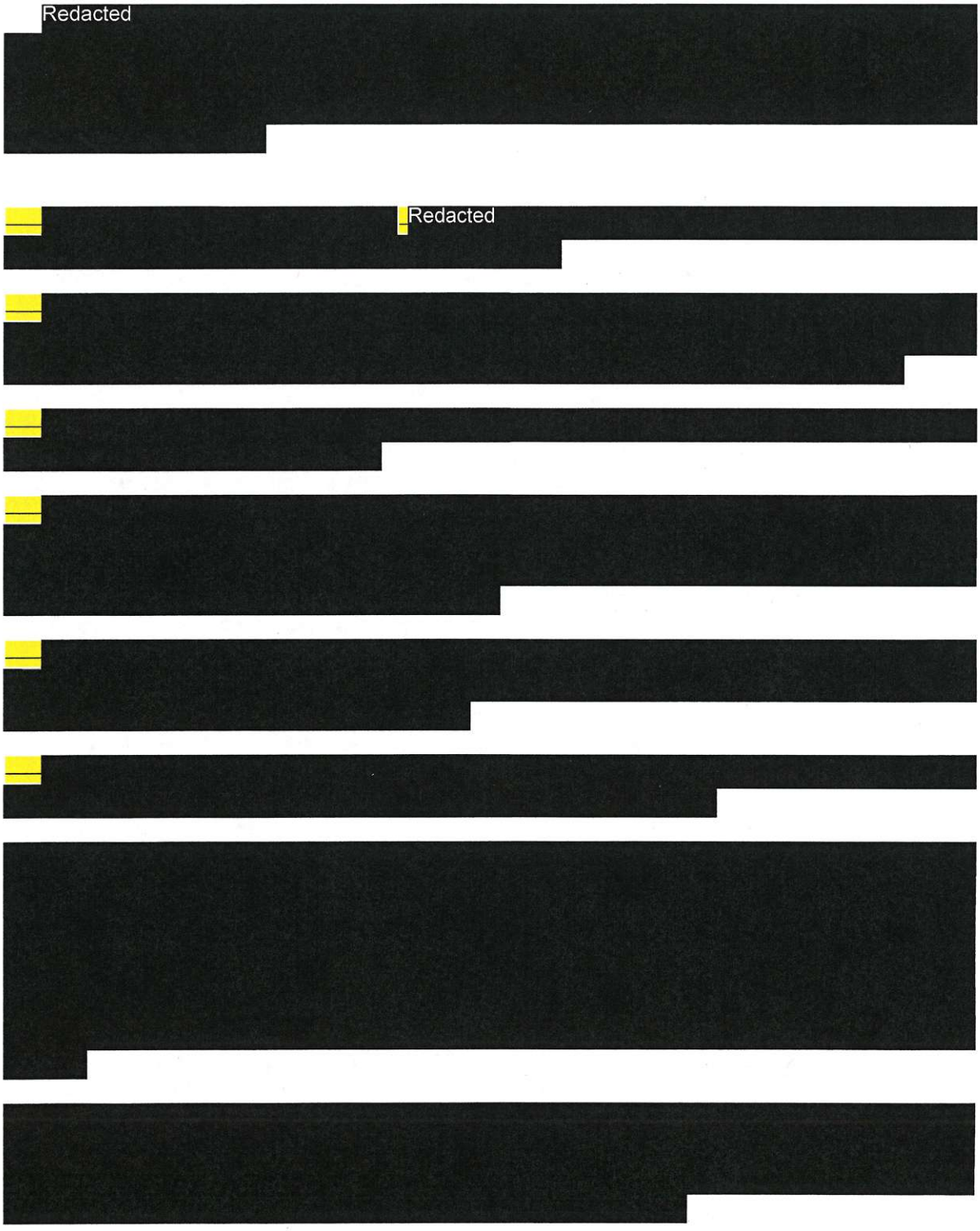

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Exhibit 1(B)
Form of Buyer Access Agreement

BUYER ACCESS AGREEMENT

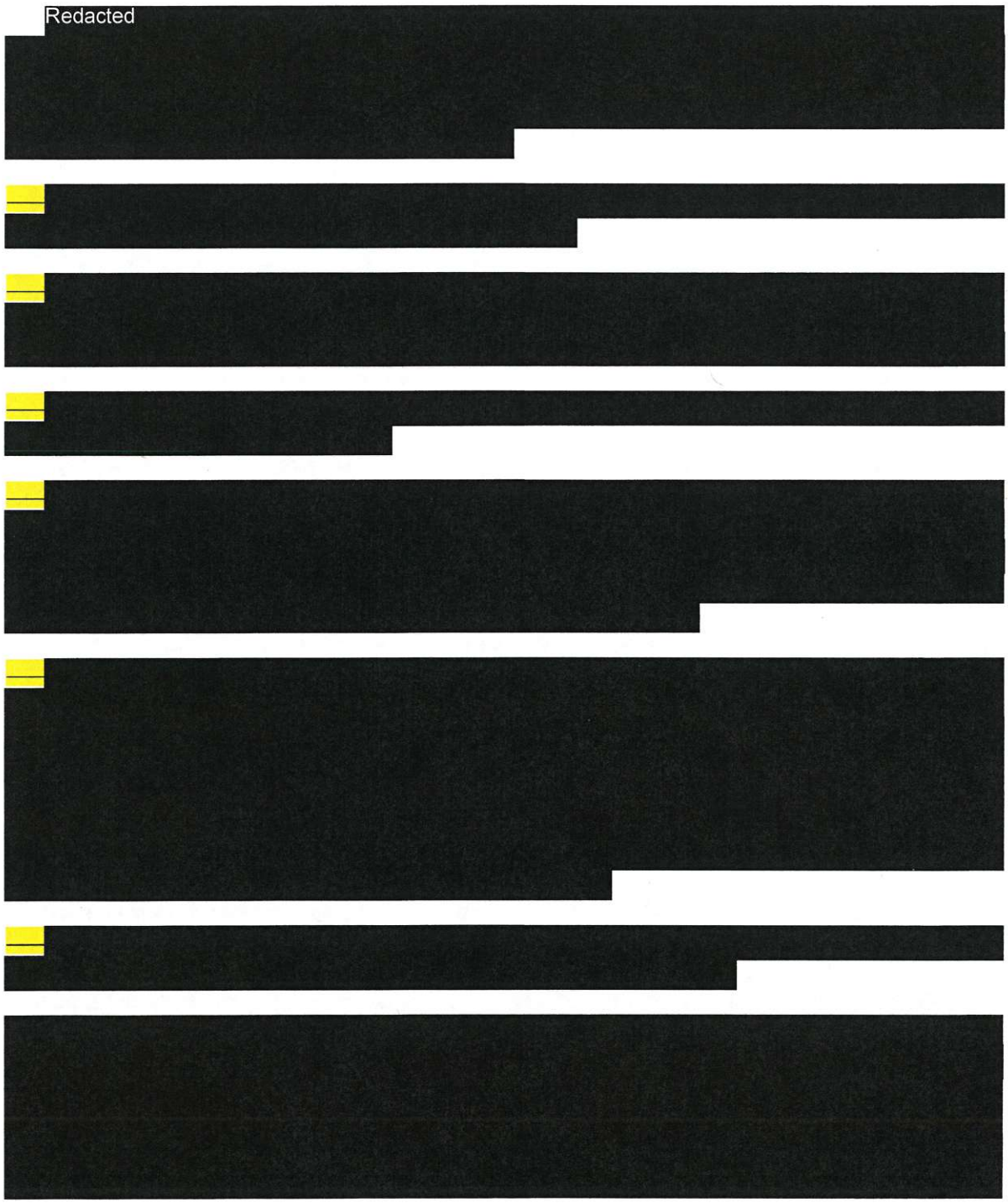

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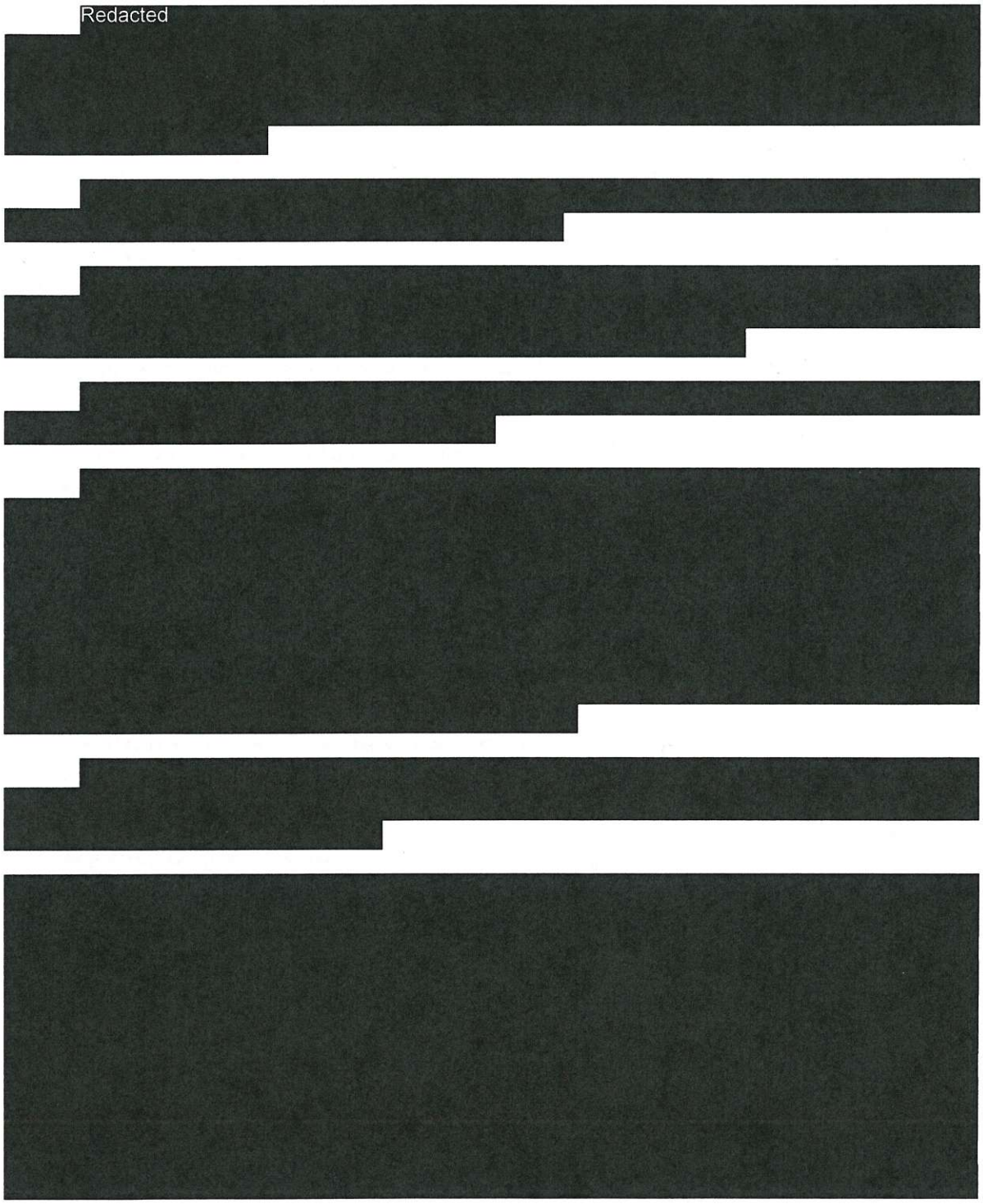
Exhibit 1(C)
Form of Property Access Agreement

PROPERTY ACCESS AGREEMENT



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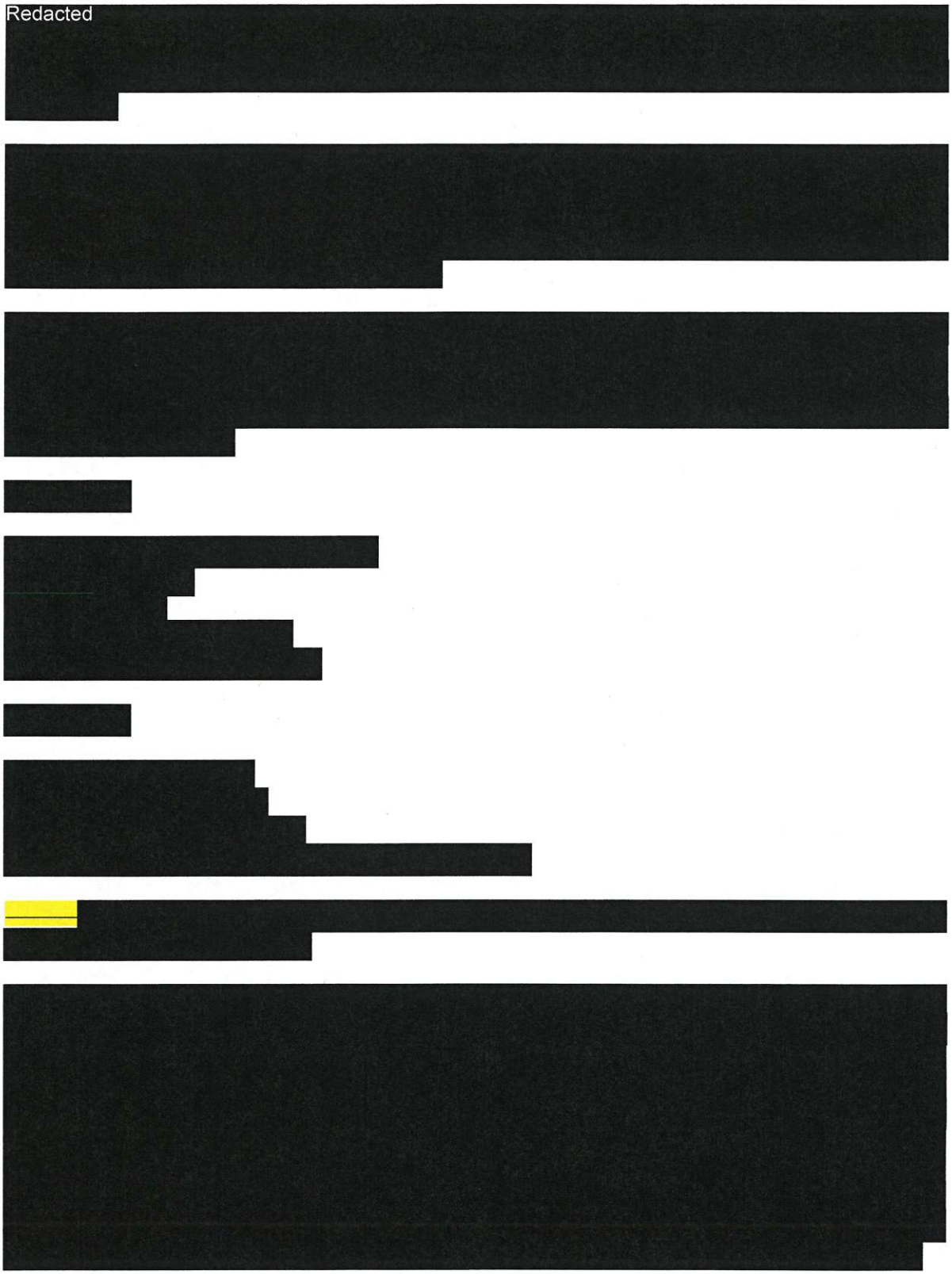
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Exhibit 1(D)
Form of Assignment and Assumption Agreement

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]

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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

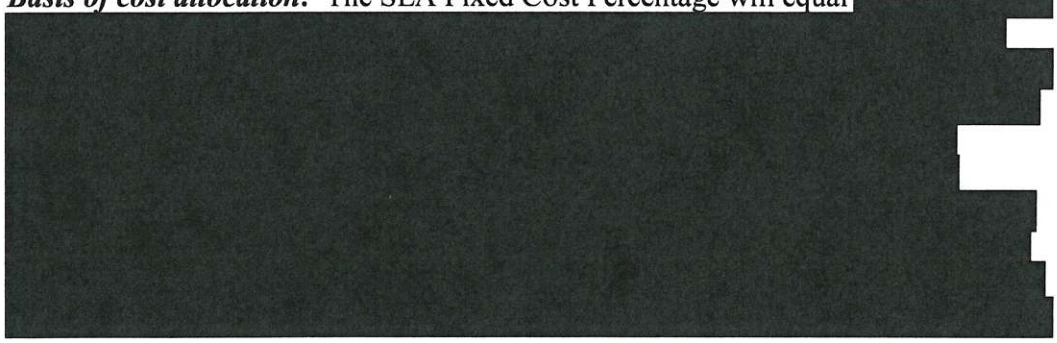
1.05 ***Required Notice Period for Terminating Service***:

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

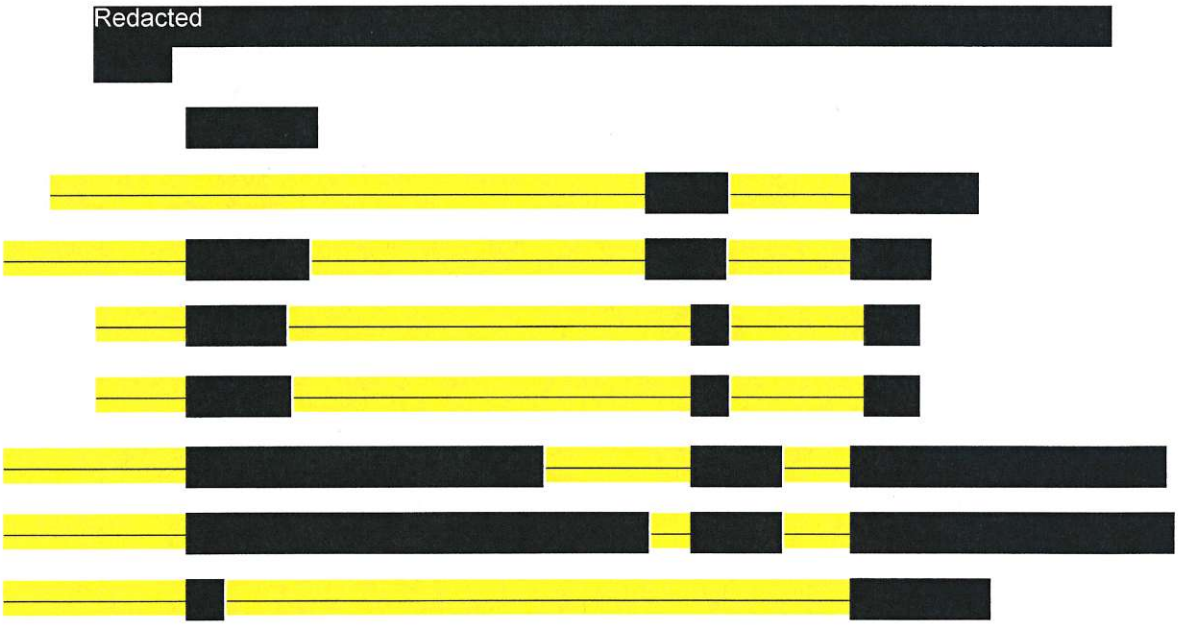
Executive Summary: This SLA is subject to the terms and conditions of the Site Services Agreement of May 20, 2016 except as modified herein. Sontara Old Hickory, Inc. ("Sontara" or "Provider") will allow E. I. du Pont de Nemours and Company, then assigned to DuPont Specialty Products USA, LLC ("DuPont" 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

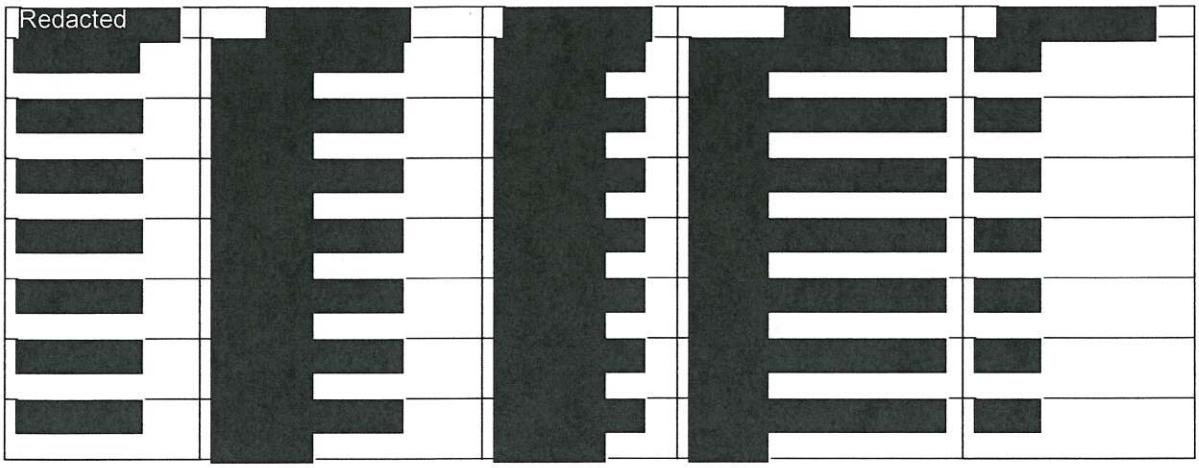


Exhibit 1(M)
Parcel A

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.

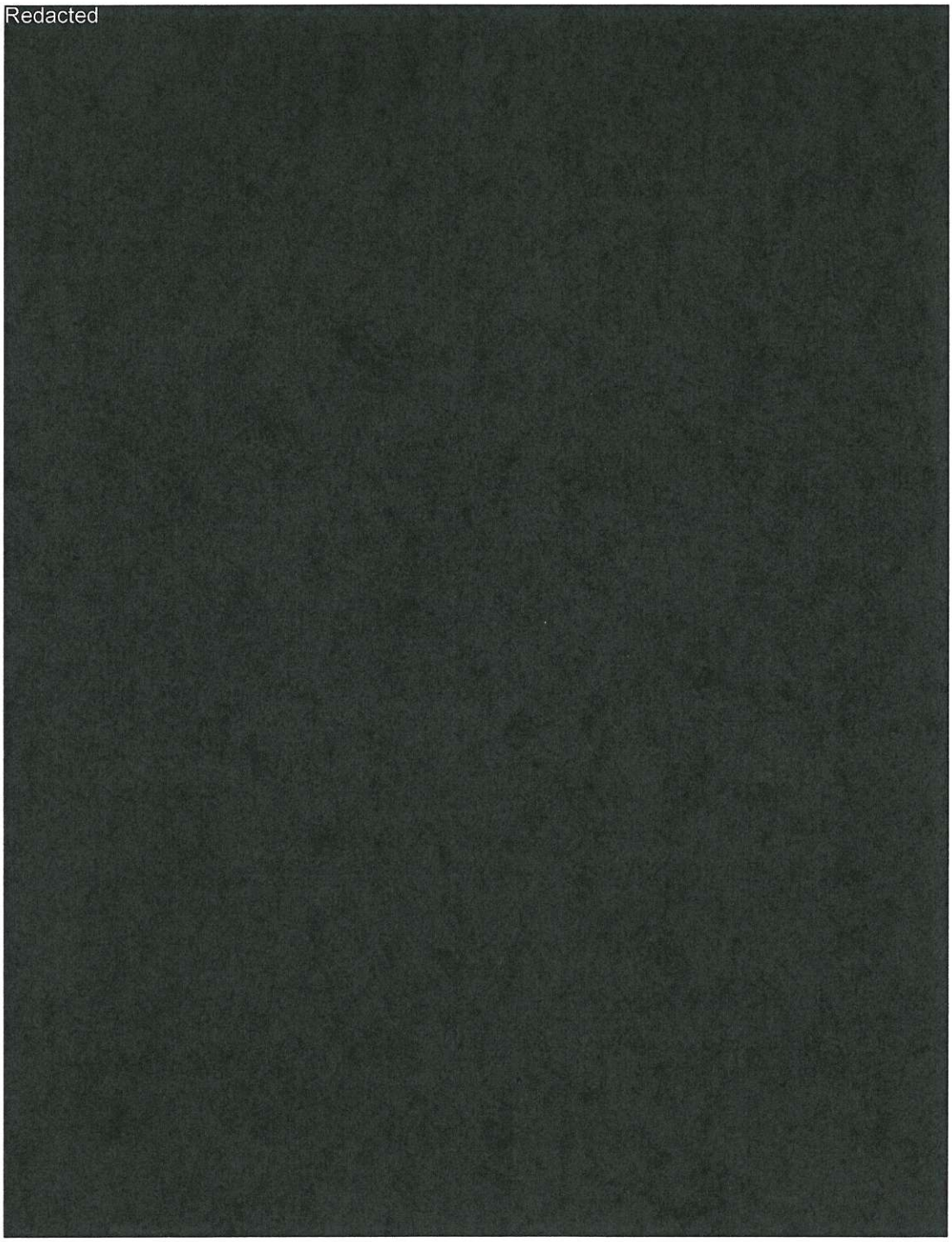
If you have any questions, please do not hesitate to contact Mr. Ben Rohrbach, Hydrology and Hydraulics Branch, at (615) 736-7497, or by email at ben.rohrbach@usace.army.mil.

Sincerely,

BJ

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

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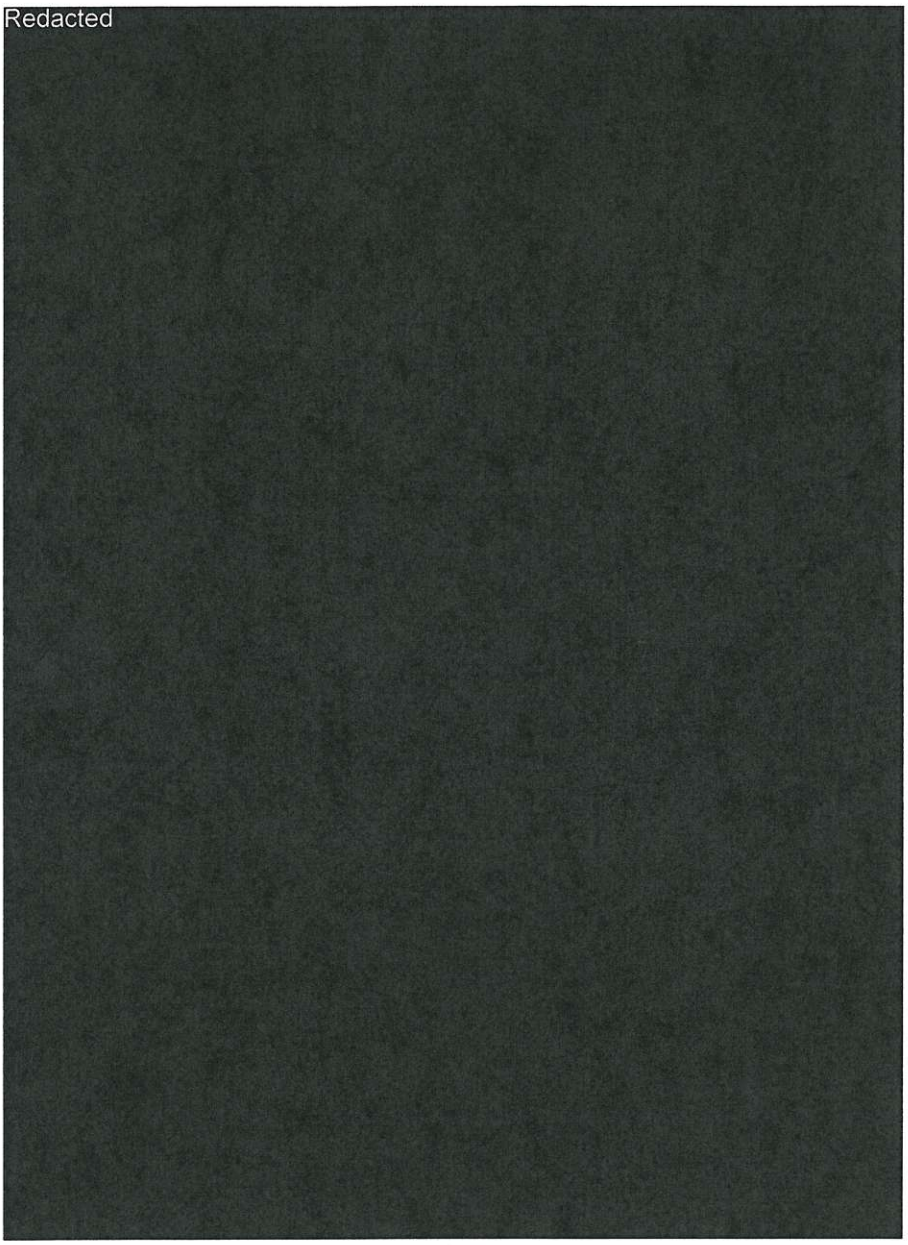
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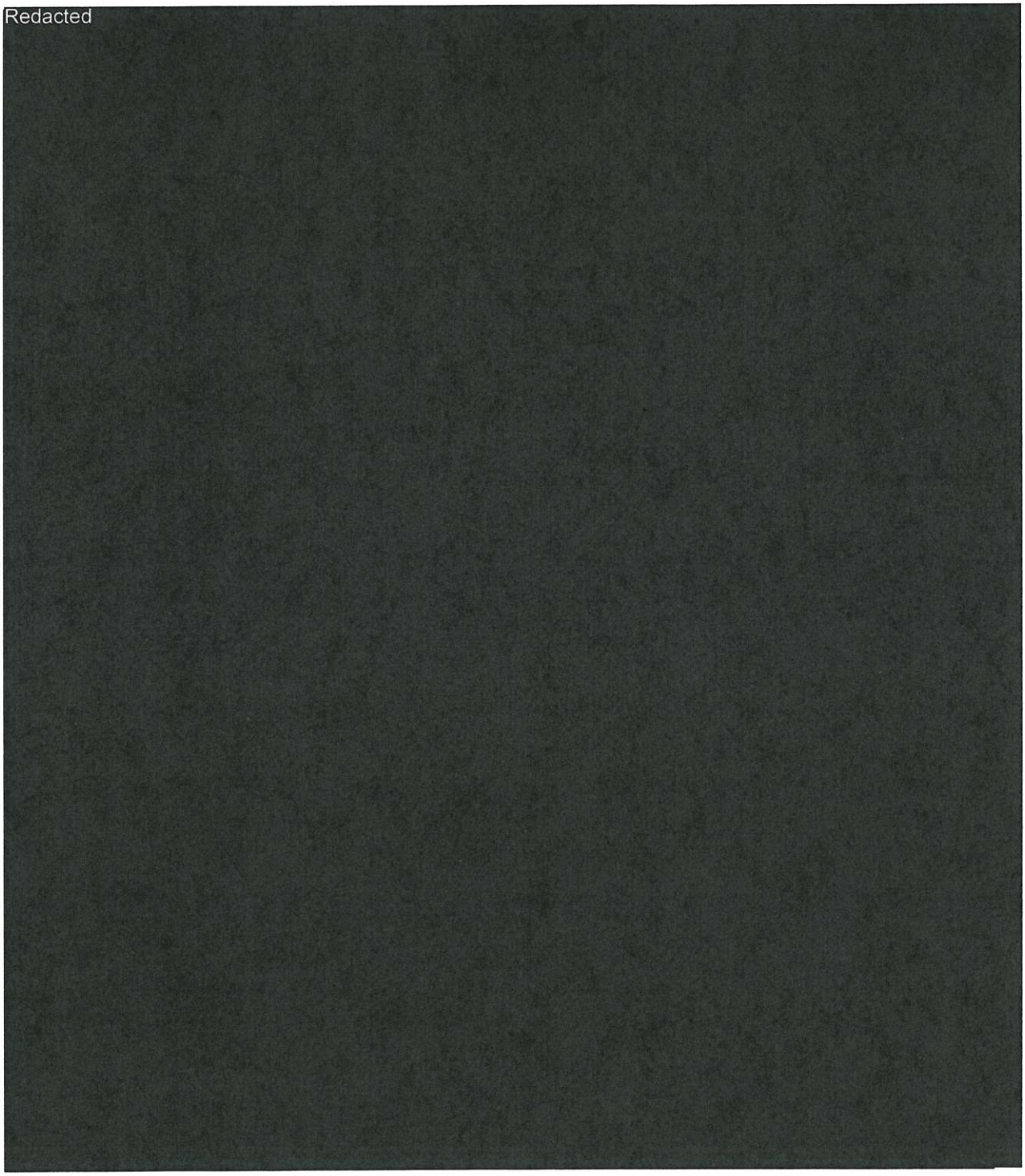
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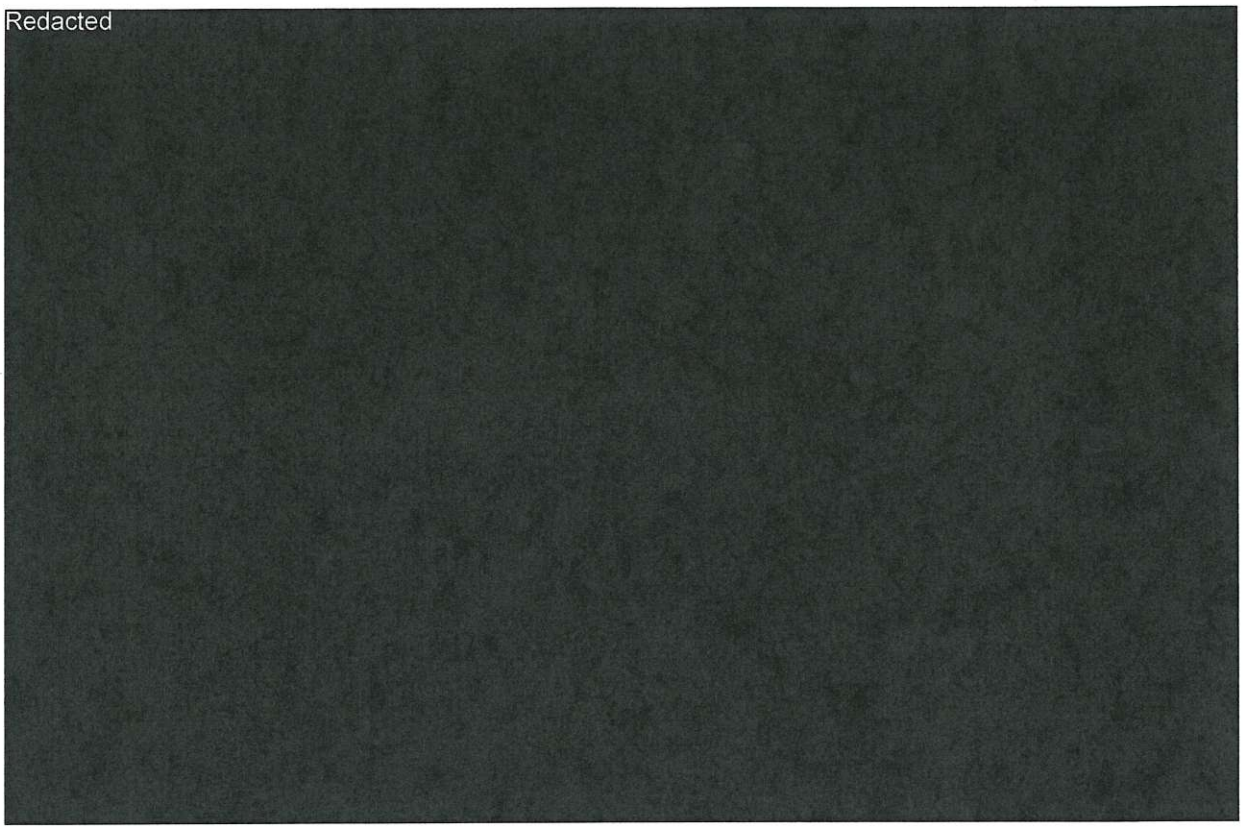
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Exhibit 1(R)
Old Hickory Plant Site

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

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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					

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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]
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[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

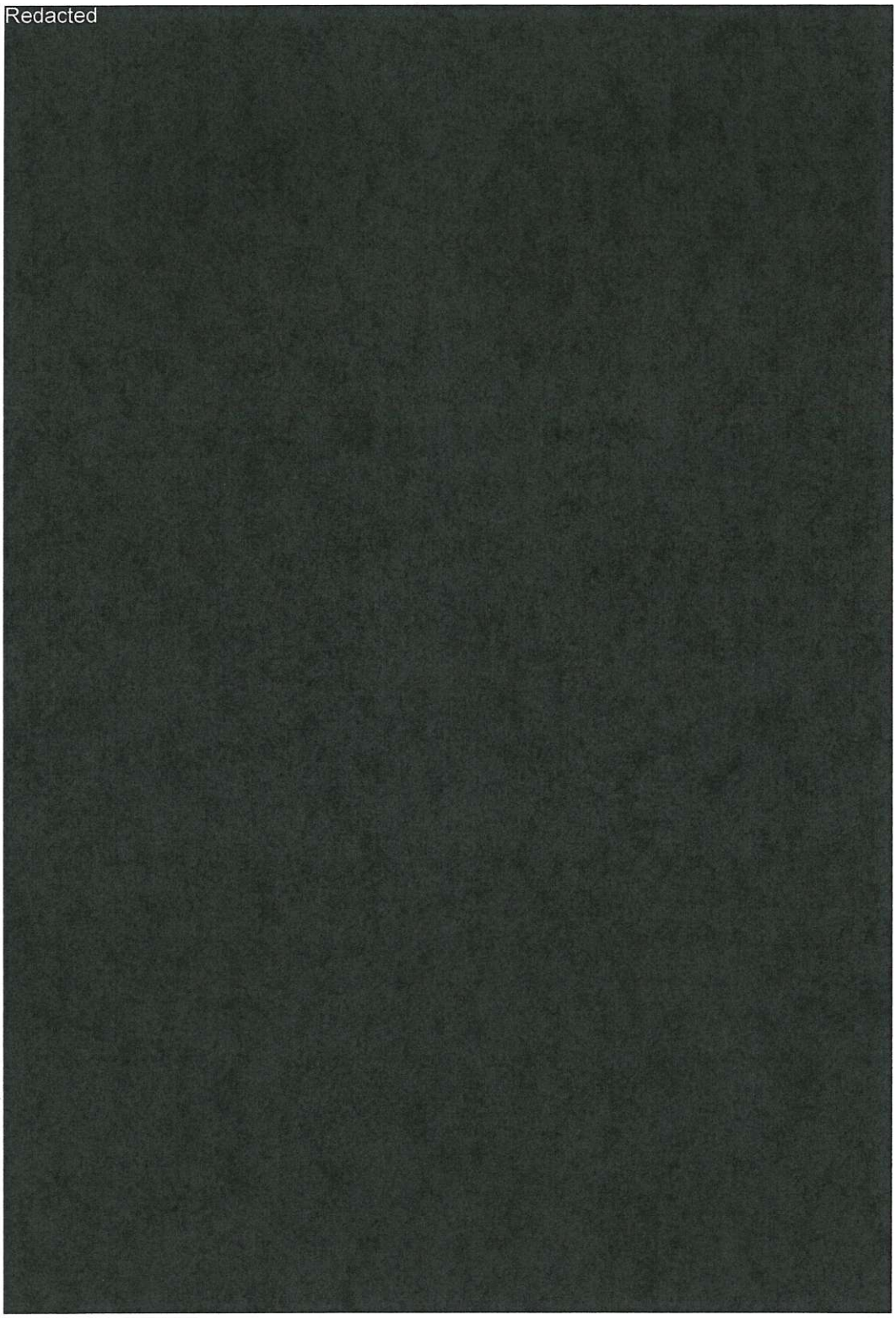

Redacted

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]

SELLER ACCESS AGREEMENT

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

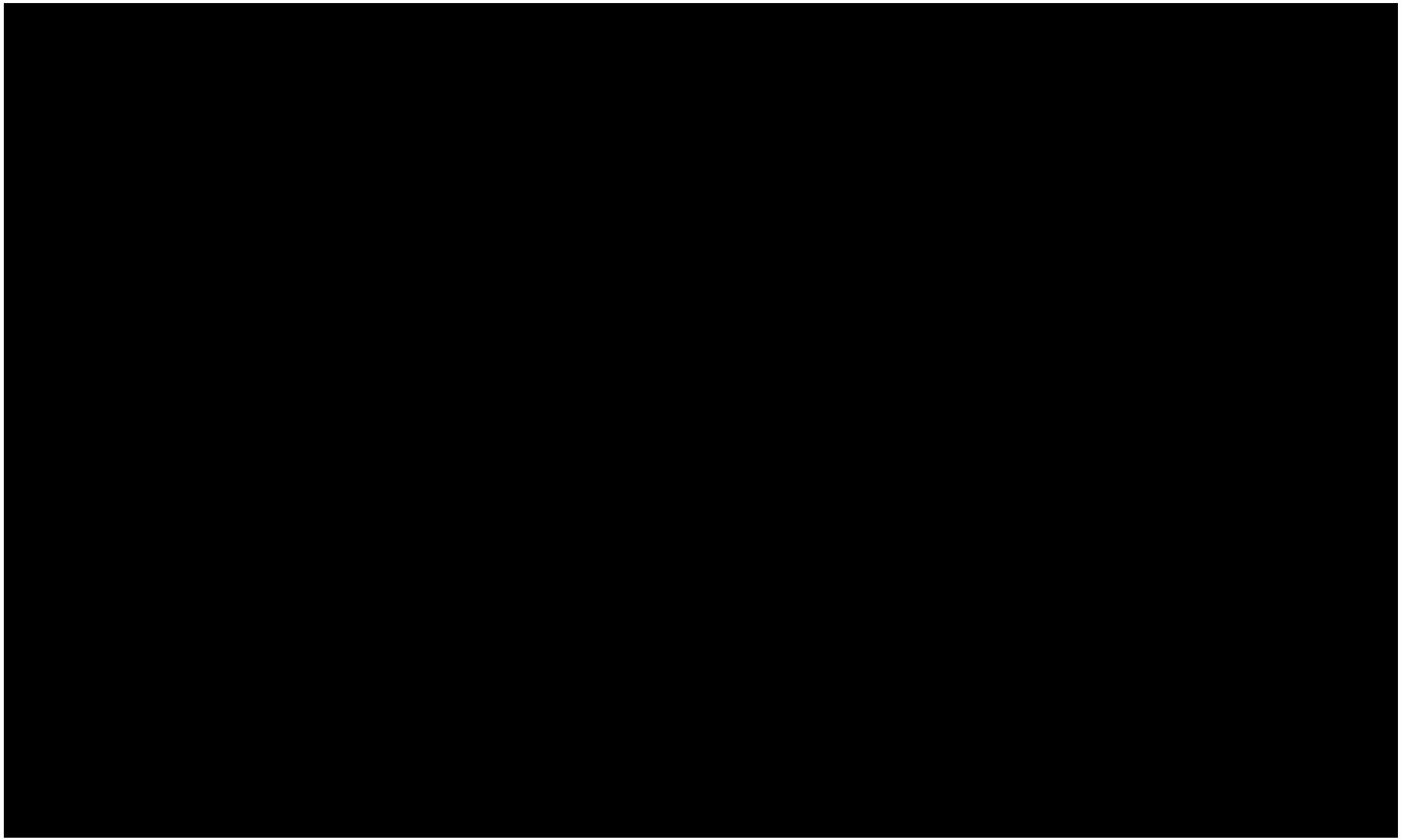
By: [redacted]

Title: [redacted]

Exhibit A

[see next page]

Exhibit B



BUYER ACCESS AGREEMENT

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

By: [redacted]

Title: [redacted]

Exhibit A

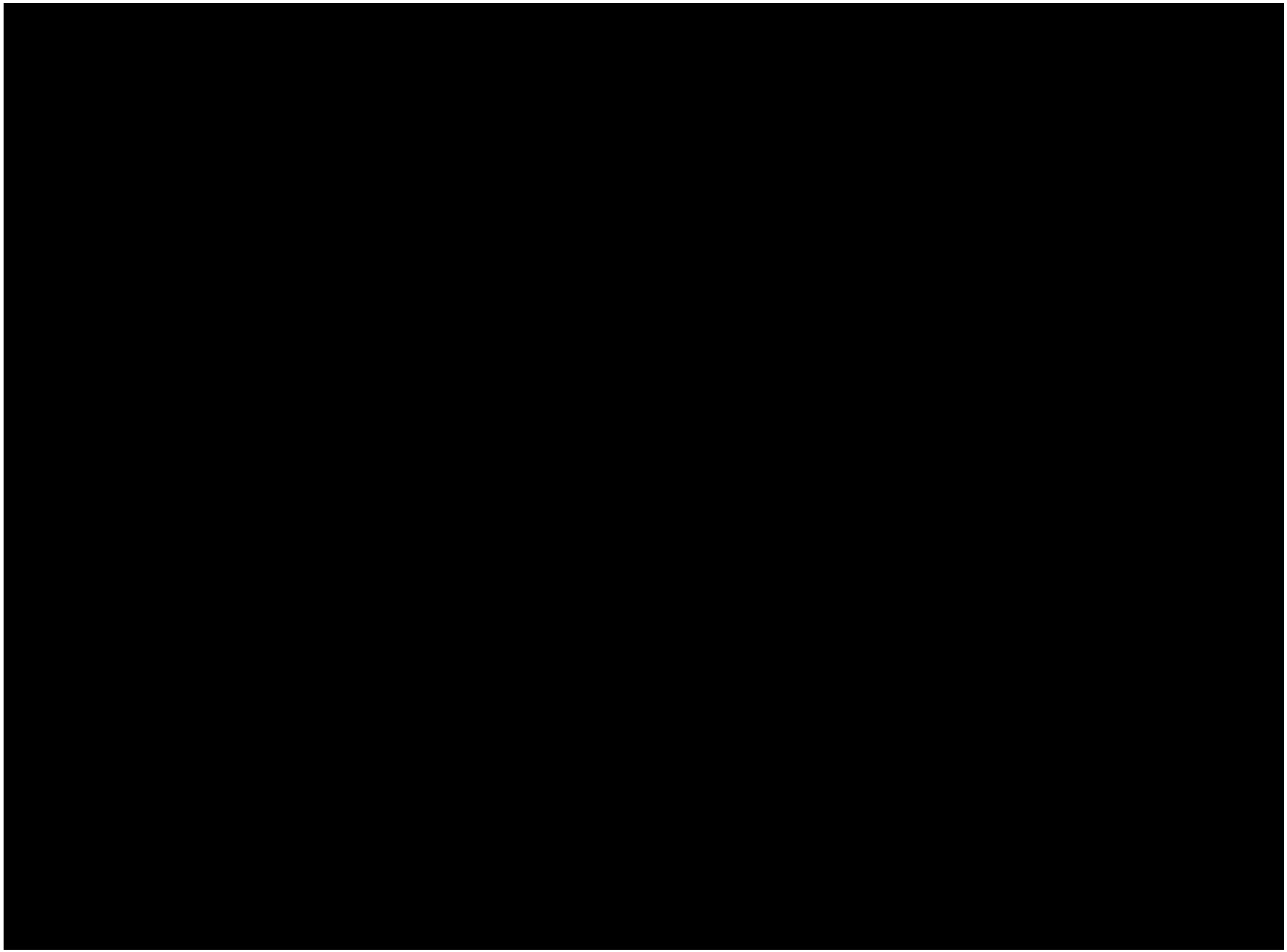


Exhibit B

Exhibit C

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

PROPERTY ACCESS AGREEMENT

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

By: _____

Title:_____

[redacted].

[redacted]

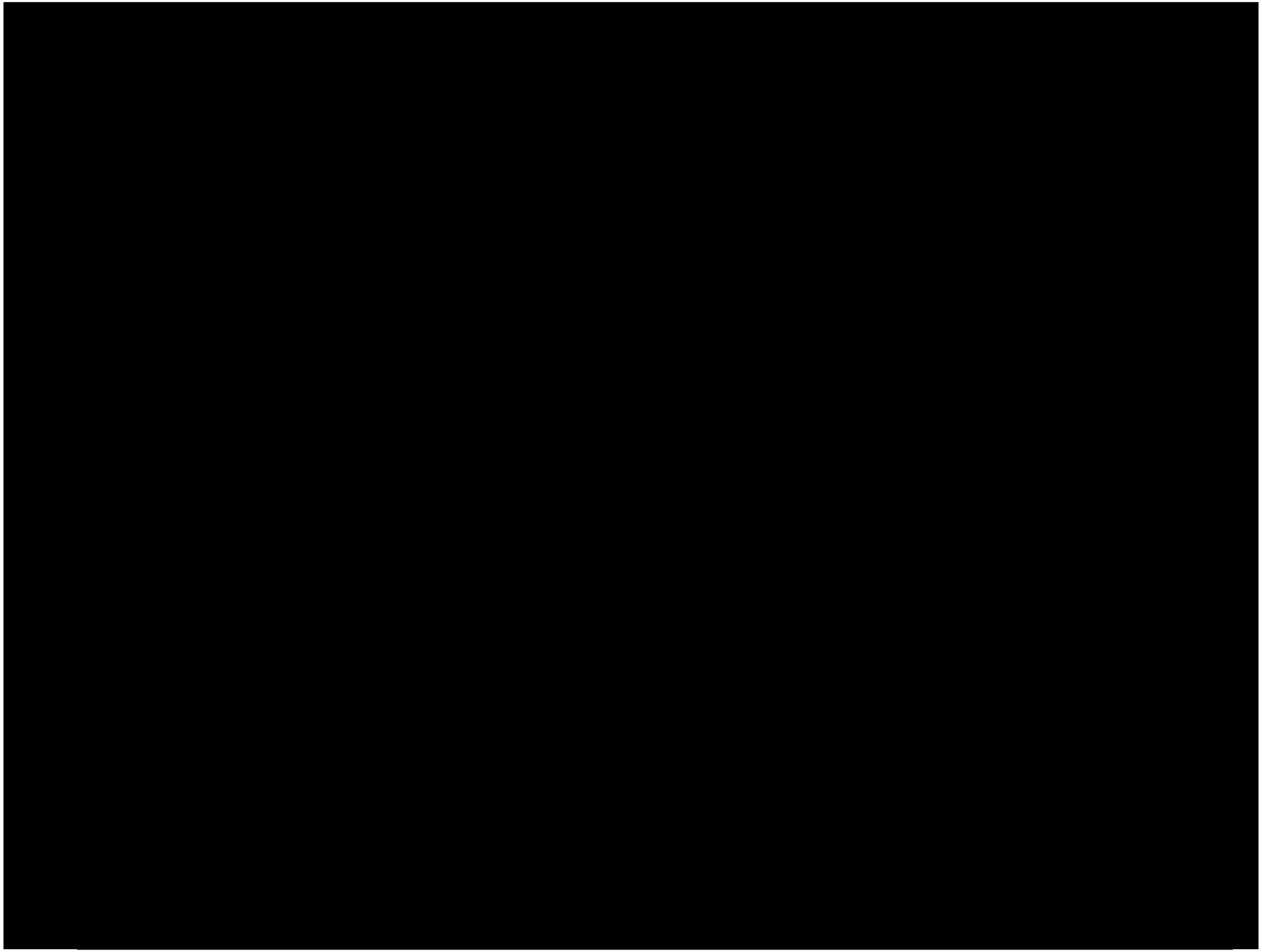
By: _____

Title: _____

[redacted]

Exhibit A

[see next page]



ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this ***"Agreement"***) is made this 4th day of November, 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: Rose Lee
Title: President - Safety & Construction

BUYER:
SONTARA OLD HICKORY, INC.

By: _____
Name: _____
Title: _____

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: James W Lough
Title: VP Operations

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 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: Nat Chambers (615) 847-6386

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: [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 Filtered Water Services provided hereunder.

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

A. ***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]

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

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

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]

B. ***Variable Cost:*** The monthly cost will be determined by [redacted]

C. ***Fixed Cost:***

1. ***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: [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. 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: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

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***: None.

B. ***Fixed Cost***:

1. ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage will equal [redacted]

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: 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: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

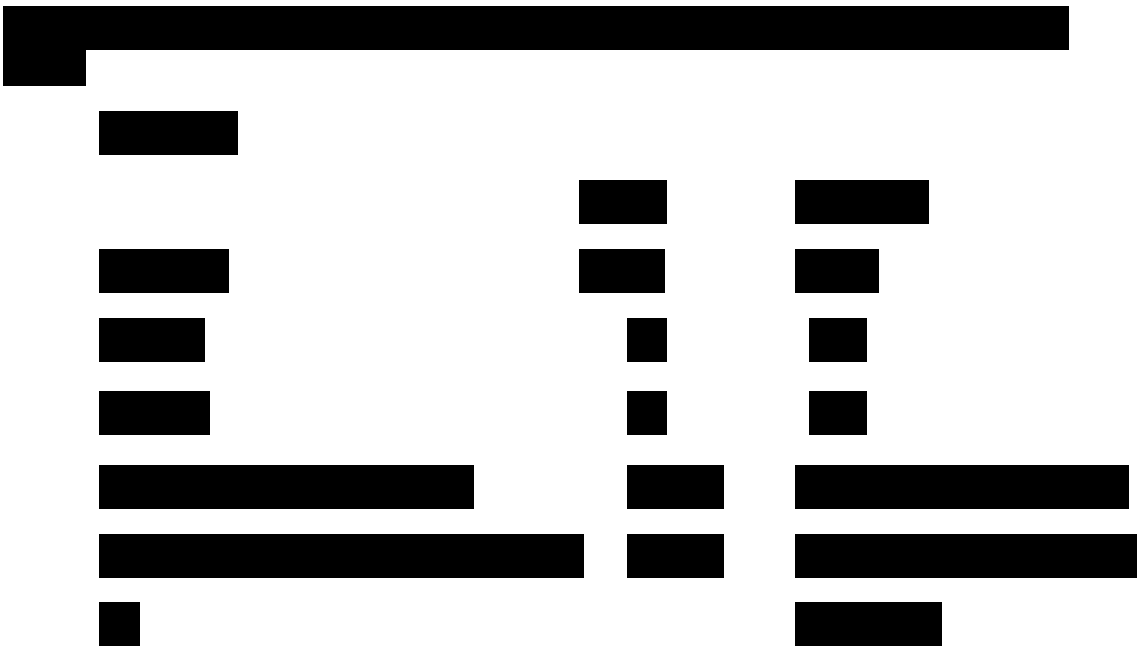
EXHIBIT G – SERVICE LEVEL AGREEMENT ("SLA") STORM WATER

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:



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*:

1. ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage will equal [redacted]

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 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: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

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):***

A. ***Variable Cost:*** Recipient's monthly variable cost charge will be equal to [redacted]

B. ***Fixed Cost:***

1. ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage is equal to [redacted]

2. ***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.

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: 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: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

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 the [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***: None.

B. ***Fixed Cost***: [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.

[Signature page on next page]

[Remainder of page intentionally blank]

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

EXECUTION VERSION

DUPONT SPECIALTY PRODUCTS USA, LLC
Chestnut Run Plaza, 974 Centre Road
Wilmington, Delaware 19805

]

September 11, 2019

Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, TN 37138
Attention: Jason Lough, Vice President of Operations

Dear Mr. Lough:

Reference is made to that certain Asset Purchase and Sale Agreement, dated as of August 6, 2019 (the "Agreement"), by and between DuPont Specialty Products USA, LLC, a Delaware limited liability company ("Seller"), and Sontara Old Hickory, Inc., a Delaware corporation ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Pursuant to Section 5.17 of the Agreement, Buyer has agreed to complete the Reestablishment as promptly as practicable following the Closing and in all events not later than [redacted]. In connection therewith and subject to and in accordance with Section 5.17 of the Agreement, Seller has agreed to make available to Buyer certain personnel and/or consultants of Seller or its Affiliates to meet in person or telephonically with personnel of Buyer, for up to a maximum of an aggregate of [redacted], to provide reasonable consultation to facilitate understanding of the Reestablishment. We understand that, in anticipation of the Reestablishment, Buyer has requested that Seller provide (i) certain drawings, diagrams and schematics prepared by or on behalf of DuPont with respect to Reestablishment (collectively, the "Drawings"), and (ii) access by Buyer and its personnel and/or consultants to Parcel B, solely for planning and visual inspection purposes, in each case prior to the Closing.

In furtherance of the foregoing, the parties hereto agree as follows:

1. Any and all Drawings provided to Buyer, together with any consultation provided by personnel and/or consultants of Seller or its Affiliates in connection therewith, shall be deemed to have been provided pursuant to, and as part of, the consultation contemplated by Section 5.17 of the Agreement. Without limitation to the foregoing, Buyer acknowledges and agrees that (a) any Drawings (together with any consultation provided by personnel and/or consultants of Seller or its Affiliates in connection therewith) are being provided "as is" and "where is", for informational purposes only, and Buyer agrees to accept the Drawings in the condition they are in as of the date of receipt thereof; (b) none of Seller, its Affiliates or any of their respective personnel and/or consultations shall be required to generate, update, amend or supplement any Drawings; (c) 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, including as to accuracy or completeness) with respect to the Drawings (and any consultation provided by personnel and/or consultants of Seller or its Affiliates in connection therewith); and (d) Buyer and its Affiliates are not relying, and will not rely, on any such representations or warranties (express or implied) with respect to the Drawings (and any consultation provided by personnel and/or consultants of Seller or its Affiliates in connection therewith). Buyer further acknowledges and agrees that none of Seller, its Affiliates or any of their respective personnel shall be liable for any damages related to Buyer's use and/or implementation of the Drawings or any consultation provided by personnel and/or consultants of Seller or its Affiliates in connection therewith.

2. Any and all Drawings provided to Buyer shall be deemed to constitute "Confidential Information," in accordance with Section 5.3 of the Agreement; provided, however, that in the event that the Agreement is terminated prior to the Closing, upon the written request of Seller, Buyer shall return or, at the option of Seller, destroy (and certify to Seller that Buyer has destroyed), all Drawings supplied by Seller.

3. From and after the date of this side letter and until the Closing Date, Seller shall, upon prior written notice of not less than two (2) Business Days, afford Buyer and its personnel and/or consultants reasonable access, during normal business hours and with supervision of a representative, agent or employee of Seller at all times, to Parcel B solely for purposes of planning and visual inspection of Parcel B with respect to the Reestablishment. Under no circumstances shall Buyer be permitted to conduct any sampling, testing or excavation activities, or other activities that would disturb the premises or the underlying soil, during the course of any access provided pursuant to this Paragraph 3.

4. Buyer acknowledges and agrees that any and all time spent by personnel and/or consultants of Seller or its Affiliates in locating and providing any Drawings, in connection with providing supervision of Buyer and its personnel and/or consultants in connection with any access to Parcel B pursuant to Paragraph 3, or otherwise in providing consultation services in connection with either of the foregoing, shall count towards the aggregate [redacted] cap contemplated by Section 5.17 of the Agreement.

5. 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 Buyer's performance under this letter or the transactions contemplated hereby, including with respect to Buyer's use of the Drawings, any access granted to Buyer and/or its personnel and/or consultants to Parcel B, any failure to comply with the requirements of Paragraph 3, and including any third party claim that arises out of or relates to this letter or the transactions contemplated hereby.

6. Except as set forth in this side letter, the Agreement shall remain unmodified and in full force and effect and nothing contained herein is intended to amend, modify, supersede or otherwise affect any party's rights or obligations contained therein.

7. Sections 8.5 through 8.8 and Sections 10.2 through 10.12 (other than Section 10.10) of the Agreement are incorporated by reference into this letter agreement, *mutatis mutandis*.

[*Signature Page Follows*]

Please confirm your agreement with the foregoing by having a duly authorized officer of your organization sign and return one copy of this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among the undersigned.

Very truly yours,

DuPont Specialty Products USA, LLC

[redacted]

Sontara Old Hickory, Inc.

By: [redacted]

Name:

Title:

EXECUTION VERSION

DUPONT SPECIALTY PRODUCTS USA, LLC
Chestnut Run Plaza, 974 Centre Road
Wilmington, Delaware 19805

September 30, 2019

Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, TN 37138
Attention: Jason Lough, Vice President of Operations

Dear Mr. Lough:

Reference is made to (i) that certain Asset Purchase and Sale Agreement, dated as of August 6, 2019 (as amended, the "Agreement"), by and between DuPont Specialty Products USA, LLC, a Delaware limited liability company ("Seller"), and Sontara Old Hickory, Inc., a Delaware corporation ("Buyer"), and (ii) that certain Site Services Agreement, dated [redacted] (as amended, the "Site Services Agreement"), by and among Seller (as successor in interest), Jacob Holm & Sønner Holding A/S and Buyer (as successor in interest). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Seller and Buyer desire to (i) amend Section 9.1(d) of the Agreement to extend the Outside Date to [redacted] (ii) amend Section 5.16(b) of the Agreement to extend the timeline for delivery by Seller of certain exhibits and schedules and/or supplements thereto, as described in Section 5.16(b) of the Agreement, (iii) amend Section 5.17 of the Agreement to extend the timeline for the completion of the Reestablishment, (iv) amend the Buyer Server Room SLA attached to the Agreement as Exhibit 1(J), (v) amend Exhibit 2.1(a)(ix) of the Agreement, and (vi) extend the termination date with respect to Seller's provision of certain services under the Site Services Agreement. In furtherance of the foregoing, the parties hereto agree as follows:

1. Section 9.1(d) of the Agreement shall be amended to read in its entirety as follows:

(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"***).

2. Section 5.16(b) of the Agreement shall be amended to read in its entirety as follows:

(b) On or prior to [redacted] 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)**.

3. The first two sentences of Section 5.17 of the Agreement shall be amended to read in their entirety as follows:

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.

4. Exhibit 1(J) of the Agreement is amended to read in its entirety as shown on Exhibit A hereto.

5. Exhibit 2.1(a)(ix) of the Agreement is amended to read in its entirety as shown on Exhibit B hereto.

6. Notwithstanding anything to the contrary in Agreement, the Site Services Agreement, or that certain notice of termination dated [redacted] terminating the SLA's (as defined in the [redacted] notice) effective as of [redacted] in accordance with the terms of the Site Services Agreement, the parties hereto acknowledge and agree that the Termination Date (as defined in the [redacted]) shall be extended until the earlier of (i) Closing or (ii) [redacted].

7. Except as set forth in this letter agreement, the Agreement shall remain unmodified and in full force and effect and nothing contained herein is intended to amend, modify, supersede or otherwise affect any party's rights or obligations contained therein.

8. Sections 10.2 through 10.12 (other than Section 10.10) of the Agreement are incorporated by reference into this letter agreement, *mutatis mutandis*; provided, however, that with respect to Paragraph 6 above and the extension of the Termination Date, the parties hereto acknowledge and agree that the Services provided pursuant to the SLAs shall be governed by and construed in accordance with, the applicable terms, conditions and provisions of the Site Services Agreement (including Sections 13.01 through 13.17 of the Site Services Agreement, which are incorporated by reference into this letter agreement, *mutatis mutandis*, solely with respect to Paragraph 6).

* * * * *

[*Signature Page Follows*]

Please confirm your agreement with the foregoing by having a duly authorized officer of your organization sign and return one copy of this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among the undersigned.

Very truly yours,

DuPont Specialty Products USA, LLC

By: [redacted]

Sontara Old Hickory, Inc.

By: _____
Name:
Title:

Jacob Holm & Sønner Holding A/S, solely for purposes of Paragraphs 6 and 8 above with respect to the Site Services Agreement

By: _____
Name:

Please confirm your agreement with the foregoing by having a duly authorized officer of your organization sign and return one copy of this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among the undersigned.

Very truly yours,

DuPont Specialty Products USA, LLC

By: _____
Name:
Title:

Sontara Old Hickory, Inc.

By: _____
N
T

Jacob Holm & Sønner Holding A/S, solely for purposes of Paragraphs 6 and 8 above with respect to the Site Services Agreement

By: _____

EXECUTION VERSION

DUPONT SPECIALTY PRODUCTS USA, LLC
Chestnut Run Plaza, 974 Centre Road
Wilmington, Delaware 19805

November 4, 2019

Sontara Old Hickory, Inc.
326 Swinging Bridge Road
Old Hickory, TN 37138
Attention: Jason Lough, Vice President of Operations

Dear Mr. Lough:

Reference is made to (i) that certain Asset Purchase and Sale Agreement, dated as of August 6, 2019 (as amended, the "Agreement"), by and between DuPont Specialty Products USA, LLC, a Delaware limited liability company ("Seller"), and Sontara Old Hickory, Inc., a Delaware corporation ("Buyer"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Seller and Buyer desire to (i) amend Exhibit 2.1(a)(ix) of the Agreement, (ii) amend Exhibit 2.1(a)(xiv) of the Agreement, (iii) amend Section 5.5(c) of the Agreement, (iv) add a new Section 5.20 to the Agreement, and (v) add a new Section 5.21 to the Agreement. In furtherance of the foregoing, the parties hereto agree as follows:

1. Exhibit 2.1(a)(ix) of the Agreement is amended to read in its entirety as shown on Exhibit A hereto.

2. Exhibit 2.1(a)(xiv) of the Agreement is amended to read in its entirety as shown on Exhibit B hereto.

3. Section 5.5(c) of the Agreement shall be amended to read in its entirety as follows:

(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 are assessed on and after the Effective Time. The party receiving such a Property Tax bill for the time period prior to the Effective Time 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. To the extent a Property Tax bill applies to a tract of land which includes the Parcels as well as other land, the parties shall agree on an allocation of such

Property Taxes applicable to the Parcels and improvements thereon. Upon receipt of such statement or agreement of the Parties on an applicable allocation, each party shall pay its allocated amount directly to the applicable Governmental Body or, if such statement is accompanied by proof of actual payment of such Property Taxes by one party billed by the jurisdiction, then, no later than thirty (30) days following receipt of each such statement or agreement on allocation and proof of payment, such other party shall reimburse the paying party for such other party's allocated portion of such Property Taxes.

4. A new Section 5.20 shall be added to the Agreement to read in its entirety as follows:

5.20 EASEMENTS OVER BERRY LAND

Seller shall use commercially reasonable efforts to (i) document in written recordable form easements and/or rights-of-way, which easements and/or rights-of-way shall be granted in favor of Buyer and shall be in a form reasonably acceptable to Buyer (not to be unreasonably withheld, conditioned or delayed) with respect to lines and/or pipes that traverse real property owned by Berry or its Affiliates, to enable Buyer or its Affiliates to provide certain services to Seller and its Affiliates that utilize such lines and/or pipes (collectively, the "Berry Easements"), and (ii) upon receipt of such Berry Easements duly executed by Berry or its Affiliates, to cause them to be recorded in the appropriate county recording office. In furtherance of the foregoing, Buyer shall use commercially reasonable efforts to cooperate with Seller to obtain the Berry Easements; provided that the obligation to use commercially reasonable efforts shall not require the expenditure of funds by Buyer. Seller acknowledges and agrees that Buyer shall not be responsible to Seller or its Affiliates, and Seller waives on behalf of Seller and its Affiliates any claims, for any disruption in or failure to provide any services associated with the necessary Berry Easements caused by or arising out of the Berry Easements not having been obtained, documented in writing and/or recorded. The terms of and each party's obligations under this Section 5.20 shall survive the Closing and continue in full force and effect so long as such obligations remain outstanding.

5. A new Section 5.21 shall be added to the Agreement to read in its entirety as follows:

5.21 AMENDMENT TO BERRY AGREEMENTS

Seller shall use commercially reasonable efforts to facilitate discussions among Seller, Buyer and Berry and its Affiliates, and to cooperate with Buyer and Berry and its Affiliates, with respect to that certain Amendment Agreement, dated as of [redacted] (the "Amendment"), between Seller (as successor in interest to E. I. du Pont de Nemours and Company) and Berry [redacted] to amend Section 2(a) of the Amendment to permit Buyer, as successor to Seller, the right to terminate each of the Original Agreements (as defined in the Amendment) at any time during a calendar year without penalty by giving Berry at least ninety (90) days prior written notice of termination; provided, however, that Seller's obligation to use commercially reasonable efforts shall not require the expenditure of funds by Seller. The

terms of and each party's obligations under this Section 5.21 shall survive the Closing and continue in full force and effect so long as such obligations remain outstanding.

6. Upon the Effective Time, Seller hereby sells, transfers and assigns to Buyer the Purchased Assets, subject to the terms and conditions of the Agreement.

7. The Parties acknowledge and agree that the Purchase Price wired to the account designated by Seller shall be held in escrow and shall be released automatically upon email confirmation from Fidelity National Title Insurance Company of the filing of the Deed, Easements and the Limitation of Seller's Rights under Declaration of Access Easement in the Davidson County recording office.

8. Notwithstanding anything in Section 5.11 of the Agreement to the contrary, for the period commencing November 1, 2019 and ending on [redacted], each OH Employee shall continue to be insured under Seller's or its applicable Affiliate's group health insurance plan in effect as of [redacted], on the same terms and conditions in effect as of such date.

9. Notwithstanding anything in Article 1 of the Agreement to the contrary, the Effective Time means 11:59 pm Eastern time on the Closing Date.

10. Except as set forth in this letter agreement, the Agreement shall remain unmodified and in full force and effect and nothing contained herein is intended to amend, modify, supersede or otherwise affect any party's rights or obligations contained therein.

11. Sections 10.2 through 10.12 (other than Section 10.10) of the Agreement are incorporated by reference into this letter agreement, *mutatis mutandis*.

* * * * *

[*Signature Page Follows*]

Please confirm your agreement with the foregoing by having a duly authorized officer of your organization sign and return one copy of this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among the undersigned.

Very truly yours,

DuPont Specialty Products USA, LLC

By: [redacted]
Name: [redacted]
Title: [redacted]

Sontara Old Hickory, Inc.

By: _____
Name:
Title:

Please confirm your agreement with the foregoing by having a duly authorized officer of your organization sign and return one copy of this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among the undersigned.

Very truly yours,

DuPont Specialty Products USA, LLC

By: _____
Name:
Title:

Sontara Old Hickory, Inc.

By: [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ATTACHMENT 3

PUBLIC VERSION

MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT
BETWEEN

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

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

This Mutual Confidential Disclosure Agreement ("Agreement"), effective November 4, 2019 ("Effective Date") is entered into by the parties hereto in connection with the Asset Purchase and Sale Agreement dated August 6, 2019 ("Purchase Agreement") by and between DuPont Specialty Products USA, LLC ("DuPont") and Sontara Old Hickory, Inc., ("Sontara").

The parties agree that the following terms and conditions shall govern such disclosures:

1. **Purpose**. Section 5.18 of the Purchase Agreement, a copy of such Section 5.18 being attached as Exhibit A and incorporated herein by reference, includes certain obligations of DuPont and Sontara and others to disclose certain documentation, records, reports, and other documents and information, as required therein, in connection with (i) any Release of Hazardous Materials on, under, about or emanating from the Parcels, (ii) any breach or violation of Environmental Law or Environmental Permit by Sontara, its Affiliates, and/or their respective assignees or tenants, to the extent that 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 Sontara, its Affiliates, and/or their respective assignees or tenants receives written notice thereof from any Governmental Body, (iii) any Annual Report detailing all Releases of Hazardous Materials, *de minimis* or otherwise, to the extent that such Releases is reasonably likely to materially affect Environmental Conditions in groundwater on, under, about or emanating from the Parcels, and/or (iv) 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 ("**Purpose**"). Section 5.18 of the Purchase Agreement further requires the parties enter into this Agreement. Capitalized terms not otherwise defined in this Agreement will have the respective meanings ascribed to them in the Purchase Agreement

2. **Confidential Information.** Documentation, records, reports and information is "Confidential Information" if it is disclosed by one party or its Affiliates (defined in Affiliates Paragraph below) or its assignees (and, in the case of Sontara, its tenants on the Parcels) ("discloser") to another party or its Affiliates ("receiver") (i) in writing, or in other tangible form, and designated confidential in writing at the time of disclosure, or (ii)

orally or visually, summarized and confirmed confidential in writing within thirty (30) days, except any information which:

(a) at the time of disclosure is or thereafter becomes publicly known through no fault of the receiver;

(b) is lawfully received by the receiver from a third party that has no obligation of confidentiality to the discloser or an Affiliate of the discloser regarding such information;

(c) is already known by the receiver before receipt hereunder, as shown by its prior written records; or

(d) is independently developed by or for the receiver without use or benefit of the discloser's information.

3. **Explanation of Exceptions.** Information disclosed hereunder shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general knowledge in the public domain or in the receiver's possession. In addition, no combination of features shall be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the receiver's possession, unless the combination itself and its principle of operations are in the public domain or in the receiver's possession.

4. **Obligations Concerning Confidential Information.** The receiver shall not disclose the Confidential Information, except as provided in Section 5.18(d) of the Purchase Agreement and the terms of this Agreement, and shall use the Confidential Information only for the Purpose or otherwise in connection with any Proceeding or claim arising out of the Purchase Agreement. Notwithstanding the foregoing, if the receiver is required by law or governmental order to disclose Confidential Information, prior to any such disclosure, the receiver 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. In the event any Confidential Information is from any tenant on the Parcels, as a discloser, such tenant shall likewise receive such notice and the provisions of this Paragraph 4 for shall also apply to and for the benefit of such tenant.

5. **Duty of Care.** The receiver shall use the same degree of care with respect to its obligations under this Agreement as the receiver employs with its own information of a similar nature, but no less than a reasonable degree of care.

6. **No License.** Except for the limited right to use information for the Purpose, no right or license, either express or implied, is granted hereunder to any intellectual property right of any party.

7. **Affiliates.** Each party may involve any one or more of its Affiliates in the discussions and disclosures under this Agreement, which have agreed to be bound by this Agreement. For the Purpose or otherwise in connection with any Proceeding or claim arising out of the Purchase Agreement, each party and its involved Affiliates may disclose to each

other, and to any other party to this Agreement and its involved Affiliates, Confidential Information which the discloser owns, otherwise has a right to disclose, or has received hereunder. Each party accepts responsibility that its Affiliates will abide by this Agreement. "Affiliates" shall mean for each party any corporation or other business entity which controls, or is controlled by, or is under common control with that party. The terms "control" and "controlled by" as used with respect to any entity, means the ownership, directly or indirectly, of a majority of the assets or voting stock of such entity.

8. **Return of Information.** Upon written request of the discloser, the receiver shall return or, at the option of the discloser, destroy all written, tangible and electronic forms of the information it has received from the discloser. However, the receiver may retain one copy of such information for the sole purpose of monitoring its rights and obligations under this Agreement. The receiver shall not be required to destroy copies of any computer records or files containing the Confidential Information which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers and which cannot reasonably be deleted.

9. **Continuing Obligations.** All obligations hereunder, including without limitation any and all obligations relating to use and disclosure of Confidential Information, shall continue in full force and effect for a period of [redacted] from the date of receipt of such Confidential Information.

10. **No Warranty.** No party makes any representation or warranty concerning the accuracy or completeness of any information disclosed hereunder.

11. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Delaware, U.S.A., but excluding the conflict-of-laws principles of Delaware and all other jurisdictions.

12. **Non-Assignable.** Neither party may assign this agreement without consent of the other party. However, DuPont may assign this Agreement, without consent, to any person or entity into which that DuPont has merged or which has otherwise succeeded to all or substantially all of its business and assets to which this Agreement pertains, by merger, consolidation, reorganization or otherwise, and Sontara may assign this Agreement, without consent, to any Person acquiring all or part of any Parcel. This Agreement will be binding on the successors and permitted assigns of the parties and the name of the party appearing herein will be deemed to include the names of such party's successors or permitted assigns to the extent necessary to carry out the intent of this Agreement.

13. **Expenses.** Each party shall bear its own expenses under this Agreement.

14. **Manner of Execution.** Any combination of counterparts executed by the parties, when taken together, shall constitute one and the same instrument, and such counterparts and any copy thereof shall be valid and enforceable against the parties. The parties may electronically or manually sign the Agreement or amendment thereof, and an executed counterpart or copy thereof delivered by facsimile or email shall be valid and enforceable against the executing party(ies).

15. **Entireties.** This Agreement contains the entire understanding of the parties pertaining to the Purpose and shall be amended only in a writing that expressly states that it is

amending this Agreement and that is executed by a duly authorized representative of each party.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives.

DuPont Specialty Products USA, LLC	**Sontara Old Hickory, Inc.**
[redacted]	
By: [redacted]	By:
Title: [redacted]	Title:
Date: 11/4/19	Date:

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized representatives.

DuPont Specialty Products USA, LLC	**Sontara Old Hickory, Inc.**
By: _____	By: [redacted]
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

5.18 POST-CLOSING RELEASES OF HAZARDOUS MATERIALS

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

ATTACHMENT 4

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

October 31, 2019

Mr. Jason Lough
Sontara Old Hickory Inc.
326 Swinging Bridge Road
Old Hickory, TN 37138

Subject: **NPDES Permit No. TN0002259**
Sontara Old Hickory, Inc.
Old Hickory, Davidson County, Tennessee

Dear Mr. Lough:

In accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, the Division of Water Resources hereby issues the enclosed NPDES Permit. The continuance and/or reissuance of this NPDES Permit is contingent upon your meeting the conditions and requirements as stated therein.

Please be advised that a petition for permit appeal may be filed, pursuant to T.C.A. Section 69-3-105, subsection (i), by the permit applicant or by any aggrieved person who participated in the public comment period or gave testimony at a formal public hearing whose appeal is based upon any of the issues that were provided to the commissioner in writing during the public comment period or in testimony at a formal public hearing on the permit application. Additionally, for those permits for which the department gives public notice of a draft permit, any permit applicant or aggrieved person may base a permit appeal on any material change to conditions in the final permit from those in the draft, unless the material change has been subject to additional opportunity for public comment. Any petition for permit appeal under this subsection (i) shall be filed with the Technical Secretary of the Water Quality, Oil and Gas Board within thirty (30) days after public notice of the commissioner's decision to issue or deny the permit. A copy of the filing should also be sent to TDEC's Office of General Counsel.

If you have questions, please contact the Nashville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact me at (615) 532-0670 or by E-mail at *Vojin.Janjic@tn.gov*.

Sincerely,

Vojin Janjić
Manager, Water-Based Systems

Enclosure

cc: Permit Section File & Nashville Environmental Field Office
Mr. Nathaniel Chambers, Site Services Manager/Plant Manager, nathaniel.w.chambers-1@dupont.com
NPDES Permit Section, EPA Region IV, r4npdespermits@epa.gov
Mr. Ken W. Cook, P.E., Senior Consultant, Environmental Engineering, ken.w.cook-1@usa.dupont.com
Mr. Pete Kebaugh, Site Engineer, E. I., pete.k.kebaugh@dupont.com

STATE OF TENNESSEE

NPDES PERMIT

No. TN0002259 (modification)

Authorization to discharge under the
National Pollutant Discharge Elimination System (NPDES)

Issued By

Tennessee Department of Environment and Conservation
Division of Water Resources
312 Rosa L. Parks Blvd.
Nashville, Tennessee 37243-1534

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:	**Sontara Old Hickory Inc.**
is authorized to discharge:	**treated process wastewater (via internal monitoring points 01A and 01B), miscellaneous cooling and non-process wastewaters and storm water runoff from Outfall 001**
from a facility located:	**in Old Hickory, Davidson County, Tennessee**
to receiving waters named:	**Cumberland River (Old Hickory Lake) at mile 218.4**

in accordance with effluent limitations, monitoring requirements and other conditions set forth herein.

This permit shall become effective on:	**December 1, 2019**
This permit shall expire on:	**December 31, 2020**
Issuance date:	**February 1, 2016**

for Jennifer Dodd, Director
Division of Water Resources

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PART I

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

Sontara Old Hickory Inc. is authorized to discharge treated process wastewater (via internal monitoring points 01A and 01B), miscellaneous cooling and non-process wastewaters and storm water runoff from Outfall 001 to Cumberland River (Old Hickory Lake) at mile 218.4.

These discharges shall be limited and monitored by the permittee as specified below:

EFFLUENT LIMITS – IMP 01A

Parameter	Qualifier	Value	Unit	Sample Type	Frequency	Statistical Base
BOD5	<=	258.2	lb/d	Composite	Weekly	Daily Maximum
BOD5	<=	114.3	lb/d	Composite	Weekly	Monthly Average
Flow	Report	-	MGD	Instantaneous	Weekly	Daily Maximum
Flow	Report	-	MGD	Instantaneous	Weekly	Monthly Average
Total Suspended Solids (TSS)	<=	1173.3	lb/d	Composite	Weekly	Daily Maximum
Total Suspended Solids (TSS)	<=	506.6	lb/d	Composite	Weekly	Monthly Average
pH	>=	6.0	SU	Grab	Weekly	Minimum
pH	<=	9.0	SU	Grab	Weekly	Maximum
COD	Report	-	Mg/l	Composite	Monthly	Daily Maximum
COD	Report	-	Mg/l	Composite	Monthly	Monthly Average

Monitoring Waived for Priority Pollutants– IMP 01A

In 2010, DuPont submitted the effluent certification and requested a waiver of sampling requirements for guideline listed pollutants. Based on the review of available data, the Division approved the sampling waiver for priority pollutants, and this permit retains that waiver.

The permittee shall notify the Division of Water Resources as soon as it knows or has reason to believe that any activity has occurred or will occur which would result in the discharge on a routine or frequent basis, or non-routine or infrequent basis, of any pollutants which presence in the effluent would invalidate effluent certification dated December 3, 2004, submitted by DuPont as a waiver of sampling requirements for guideline-listed pollutants. Any changes to facility operations that may result in discharges above the levels reported as a part of the certification should be reported according to 40 CFR 122.41(l)(2).

EFFLUENT LIMITS – IMP 01B

Parameter	Qualifier	Value	Unit	Sample Type	Frequency	Statistical Base
BOD5	<=	3389.5	lb/d	Composite	Weekly	Daily Maximum
BOD5	<=	1857.7	lb/d	Composite	Weekly	Monthly Average
Flow	Report	-	MGD	Instantaneous	Weekly	Daily Maximum
Flow	Report	-	MGD	Instantaneous	Weekly	Monthly Average
Total Suspended Solids (TSS)	<=	1870	lb/d	Composite	Weekly	Daily Maximum
Total Suspended Solids (TSS)	<=	915.6	lb/d	Composite	Weekly	Monthly Average
pH	>=	6.0	SU	Grab	Weekly	Minimum
pH	<=	9.0	SU	Grab	Weekly	Maximum
COD	<=	6400.8	lb/d	Composite	Weekly	Daily Maximum
COD	<=	3475.2	lb/d	Composite	Weekly	Monthly Average

EFFLUENT LIMITS – OUTFALL 001

Parameter	Qualifier	Value	Unit	Sample Type	Frequency	Statistical Base
Carbon, Total Organic (TOC)	Report	-	mg/L	grab	Weekly	Daily Maximum
Carbon, Total Organic (TOC)	Report	-	mg/L	grab	Weekly	Monthly Average
Flow	Report	-	MGD	Recorder	Continuous	Monthly Average
Flow	Report	-	MGD	Recorder	Continuous	Daily Maximum
Total Suspended Solids (TSS)	Report	-	mg/L	grab	Monthly	Monthly Average
pH	>=	6.0	SU	Grab	Weekly	Minimum
pH	<=	9.0	SU	Grab	Weekly	Maximum
IC25 Static Renewal 7 Day Chronic Ceriodaphnia	>=	1.5	%	Composite	Once/Permit	Minimum
IC25 Static Renewal 7 Day Chronic Pimephales	>=	1.5	%	Composite	Once/Permit	Minimum

TDEC has determined that the cooling water intake structure used by the Sontara Old Hickory Inc. represents the best technology available (BTA) to minimize adverse environmental impact in accordance with Section 316(b) of the federal Clean Water Act (33 U.S.C. section 1326).

Additional monitoring requirements and conditions applicable to Outfall 001 include:

There shall be no distinctly visible floating scum, oil or other matter contained in the wastewater discharge. The wastewater discharge must not cause an objectionable color contrast in the receiving stream.

The wastewater discharge shall not contain pollutants in quantities that will be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life, or fish and aquatic life in the receiving stream.

Sludge or any other material removed by any treatment works must be disposed of in a manner which prevents its entrance into or pollution of any surface or subsurface waters. Additionally, the disposal of such sludge or other material must be in compliance with the Tennessee Solid Waste Disposal Act, TCA 68-31-101 et seq. and the Tennessee Hazardous Waste Management Act, TCA 68-46-101 et seq.

B. MONITORING PROCEDURES

1. Representative Sampling

Samples and measurements taken in compliance with the monitoring requirements specified herein shall be representative of the volume and nature of the monitored discharge, and shall be taken after treatment and prior to mixing with uncontaminated storm water runoff or the receiving stream.

2. Sampling Frequency

If there is a discharge from a permitted outfall on any given day during the monitoring period, the permittee must sample and report the results of analyses accordingly, and the permittee should not mark the 'No Discharge' box on the Discharge Monitoring Report form.

3. Test Procedures

a. Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304 (h) of the Clean Water Act (the "Act"), as amended, under which such procedures may be required.

b. Unless otherwise noted in the permit, all pollutant parameters shall be determined according to methods prescribed in Title 40, CFR, Part 136, as amended, promulgated pursuant to Section 304 (h) of the Act.

4. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

a. The exact place, date and time of sampling;
b. The exact person(s) collecting samples;
c. The dates and times the analyses were performed;
d. The person(s) or laboratory who performed the analyses;
e. The analytical techniques or methods used, and;
f. The results of all required analyses.

5. Records Retention

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation shall be retained for a minimum of three (3) years, or longer, if requested by the Division of Water Resources.

C. DEFINITIONS

The ***Daily Maximum Concentration*** is a limitation on the average concentration, in milligrams per liter (mg/L), of the discharge during any calendar day. When a proportional-to-flow composite sampling device is used, the daily concentration is the concentration of that 24-hour composite; when other sampling means are used, the daily concentration is the arithmetic mean of the concentrations of equal volume samples collected during any calendar day or sampling period.

The ***Monthly Average Concentration***, a limitation on the discharge concentration, in milligrams per liter (mg/L), is the arithmetic mean of all daily concentrations determined in a one-month period. For the purpose of this definition, a frequency of 2/Month is representative of 2 separate daily samples, each sample having been collected on a separate day during the monitoring period.

The ***Monthly Average Amount***, a discharge limitation measured in pounds per day (lb/day), is the total amount of any pollutant in the discharge by weight during a calendar month divided by the number of days in the month that the production or commercial facility was operating. Where less than daily sampling is required by a permit, the monthly average amount shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made. For the purpose of this definition, a frequency of 2/Month is representative of 2 separate daily samples, each sample having been collected on a separate day during the monitoring period.

The ***Daily Maximum Amount***, is a limitation measured in pounds per day (lb/day), on the total amount of any pollutant in the discharge by weight during any calendar day.

The ***Instantaneous Concentration*** is a limitation on the concentration, in milligrams per liter (mg/L), of any pollutant contained in the discharge determined from a grab sample taken at any point in time.

A ***Composite Sample***, for the purposes of this permit, is a sample collected continuously over a period of 24-hours at a rate proportional to the flow. Composite sample should be a

combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

A ***Grab Sample***, for the purposes of this permit, is defined as a single effluent sample of at least 100 milliliters (sample volumes <100 milliliters are allowed when specified per standard methods, latest edition) collected at a randomly selected time over a period not exceeding 15 minutes. The sample(s) shall be collected at the period(s) most representative of the total discharge.

For the purpose of this permit, a ***Calendar Day*** is defined as any 24-hour period.

For the purpose of this permit, a ***Quarter*** is defined as any one of the following three month periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, or October 1 through December 31.

For the purpose of this permit, ***Semi-annually*** means the same as "once every six months." Measurements of the effluent characteristics concentrations may be made anytime during a 6 month period beginning from the issuance date of this permit so long as the second set of measurements for a given 12 month period are made approximately 6 months subsequent to that time, if feasible.

For the purpose of this permit, ***Annually*** is defined as a monitoring frequency of once every twelve (12) months beginning with the date of issuance of this permit so long as the following set of measurements for a given 12 month period are made approximately 12 months subsequent to that time.

Cooling water means water used for contact or non-contact cooling, including water used for equipment cooling, evaporative cooling tower makeup, and dilution of effluent heat content. The intended use of the cooling water is to absorb waste heat rejected from the process or processes used, or from auxiliary operations on the facility's premises.

Cooling water intake structure means the total physical structure and any associated constructed waterways used to withdraw cooling water from waters of the United States. The cooling water intake structure extends from the point at which water is first withdrawn from waters of the United States up to, and including the intake pumps.

Actual Intake Flow (AIF) means the average volume of water withdrawn on an annual basis by the cooling water intake structures over the past three years.

Design intake flow (DIF) means the value assigned during the cooling water intake structure design to the maximum instantaneous rate of flow of water the cooling water intake system is capable of withdrawing from a source waterbody.

Entrainment- means the incorporation of all life stages of fish and shellfish with intake water flow entering and passing through a cooling water intake structure and into a cooling water system.

Impingement- means the entrapment of all life stages of fish and shellfish on the outer part of an intake structure or against a screening device during periods of intake water withdrawal.

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded monthly and submitted monthly using Discharge Monitoring Report (DMR) forms supplied by the Division of Water Resources. Submittals shall be postmarked no later than 15 days after the completion of the reporting period. The top two copies of each report are to be submitted. A copy should be retained for the permittee's files. DMRs and any communication regarding compliance with the conditions of this permit must be sent to:

TENNESSEE DEPT. OF ENVIRONMENT & CONSERVATION
DIVISION OF WATER RESOURCES
COMPLIANCE REVIEW SECTION
312 Rosa L. Parks Blvd.
TN Tower, 11TH FLOOR
NASHVILLE TN 37243-1534

The first DMR is due on the fifteenth of the month following permit effectiveness.

DMRs and any other information or report must be signed and certified by a responsible corporate officer as defined in 40 CFR 122.22, a general partner or proprietor, or a principal municipal executive officer or ranking elected official, or his duly authorized representative. Such authorization must be submitted in writing and must explain the duties and responsibilities of the authorized representative.

The electronic submission of DMRs will be accepted only if approved in writing by the division. For purposes of determining compliance with this permit, data submitted in electronic format is legally equivalent to data submitted on signed and certified DMR forms.

2. Additional Monitoring by Permittee

If the permittee monitors any pollutant specifically limited by this permit more frequently than required at the location(s) designated, using approved analytical methods as specified herein, the results of such monitoring shall be included in the calculation and reporting of the values required in the DMR form. Such increased frequency shall also be indicated on the form.

3. Falsifying Results and/or Reports

Knowingly making any false statement on any report required by this permit or falsifying any result may result in the imposition of criminal penalties as provided for in Section 309 of the Federal Water Pollution Control Act, as amended, and in Section 69-3-115 of the Tennessee Water Quality Control Act.

4. Outlier Data

Outlier data include analytical results that are probably false. The validity of results is based on operational knowledge and a properly implemented quality assurance program. False results may include laboratory artifacts, potential sample tampering, broken or suspect sample containers, sample contamination or similar demonstrated quality control flaw.

Outlier data are identified through a properly implemented quality assurance program, and according to ASTM standards (e.g. Grubbs Test, 'h' and 'k' statistics). Furthermore, outliers should be verified, corrected, or removed, based on further inquiries into the matter. If an outlier was verified (through repeated testing and/or analysis), it should remain in the preliminary data set. If an outlier resulted from a transcription or similar clerical error, it should be corrected and subsequently reported.

Therefore, only if an outlier was associated with problems in the collection or analysis of the samples and as such does not conform with the Guidelines Establishing Test Procedures for the Analysis of Pollutants (40 CFR §136), it can be removed from the data set and not reported on the Discharge Monitoring Report forms (DMRs). Otherwise, all results (including monitoring of pollutants more frequently than required at the location(s) designated, using approved analytical methods as specified in the permit) should be included in the calculation and reporting of the values required in the DMR form. You are encouraged to use "comment" section of the DMR form (or attach additional pages), in order to explain any potential outliers or dubious results.

E. SCHEDULE OF COMPLIANCE

Full compliance and operational levels shall be attained from the effective date of this permit.

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

Permittee is not authorized to discharge after the expiration date of this permit. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit such information and forms as are required to the Director of Water Pollution Control (the "Director") no later than 180 days prior to the expiration date. Such applications must be properly signed and certified.

2. Right of Entry

The permittee shall allow the Director, the Regional Administrator of the U.S. Environmental Protection Agency, or their authorized representatives, upon the presentation of credentials:

a. To enter upon the permittee's premises where an effluent source is located or where records are required to be kept under the terms and conditions of this permit, and at reasonable times to copy these records;

b. To inspect at reasonable times any monitoring equipment or method or any collection, treatment, pollution management, or discharge facilities required under this permit; and

c. To sample at reasonable times any discharge of pollutants.

3. Availability of Reports

Except for data determined to be confidential under Section 308 of the Federal Water Pollution Control Act, as amended, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division of Water Resources. As required by the Federal Act, effluent data shall not be considered confidential.

4. Proper Operation and Maintenance

a. The permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory and process controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit. Backup continuous pH and flow monitoring equipment are not required.

b. Dilution water shall not be added to comply with effluent requirements to achieve BCT, BPT, BAT and or other technology-based effluent limitations such as those in State of Tennessee Rule 1200-4-5-.09.

5. Treatment Facility Failure

The permittee, in order to maintain compliance with this permit, shall control production, all discharges, or both, upon reduction, loss, or failure of the treatment facility, until the facility is restored or an alternative method of treatment is provided. This requirement applies in such situations as the reduction, loss, or failure of the primary source of power.

6. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.

7. Severability

The provisions of this permit are severable. If any provision of this permit due to any circumstance, is held invalid, then the application of such provision to other circumstances and to the remainder of this permit shall not be affected thereby.

8. Other Information

If the permittee becomes aware that he failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, then he shall promptly submit such facts or information.

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:

a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b); or

b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR 122.42(a)(1).

2. Permit Modification, Revocation, or Termination

a. This permit may be modified, revoked and reissued, or terminated for cause as described in 40 CFR 122.62 and 122.64, Federal Register, Volume 49, No. 188 (Wednesday, September 26, 1984), as amended.

b. The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

c. If any applicable effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established for any toxic pollutant under Section 307(a) of the Federal Water Pollution Control Act, as amended, the Director shall modify or revoke and reissue the permit to conform to the prohibition or to the effluent standard, providing that the effluent standard is more stringent than the limitation in the permit on the toxic pollutant. The permittee shall comply with these effluent standards or prohibitions within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified or revoked and reissued to incorporate the requirement.

d. The filing of a request by the permittee for a modification, revocation, reissuance, termination, or notification of planned changes or anticipated noncompliance does not halt any permit condition.

3. Change of Ownership

This permit may be transferred to another party (provided there are neither modifications to the facility or its operations, nor any other changes which might affect the permit limits and conditions contained in the permit) by the permittee if:

a. The permittee notifies the Director of the proposed transfer at least 30 days in advance of the proposed transfer date;

b. The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage, and liability between them; and

c. The Director, within 30 days, does not notify the current permittee and the new permittee of his intent to modify, revoke or reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

Pursuant to the requirements of 40 CFR 122.61, concerning transfer of ownership, the permittee must provide the following information to the division in their formal notice of intent to transfer ownership: 1) the NPDES permit number of the subject permit; 2) the effective date of the proposed transfer; 3) the name and address of the transferor; 4) the name and address of the transferee; 5) the names of the responsible parties for both the transferor and transferee; 6) a statement that the transferee assumes responsibility for the subject NPDES permit; 7) a statement that the transferor relinquishes responsibility for the subject NPDES permit; 8) the signatures of the responsible parties for both the transferor and transferee pursuant to the requirements of 40 CFR 122.22(a), "Signatories to permit applications"; and, 9) a statement regarding any proposed modifications to the facility, its operations, or any other changes which might affect the permit limits and conditions contained in the permit.

4. Change of Mailing Address

The permittee shall promptly provide to the Director written notice of any change of mailing address. In the absence of such notice the original address of the permittee will be assumed to be correct.

C. NONCOMPLIANCE

1. Effect of Noncompliance

All discharges shall be consistent with the terms and conditions of this permit. Any permit noncompliance constitutes a violation of applicable State and Federal laws and is grounds for enforcement action, permit termination, permit modification, or denial of permit reissuance.

2. Reporting of Noncompliance

a. 24-Hour Reporting

In the case of any noncompliance which could cause a threat to public drinking supplies, or any other discharge which could constitute a threat to human health or the environment, the required notice of non-compliance shall be provided to the Division of Water Resources in the appropriate Environmental Field office within 24-hours from the time the permittee becomes aware of the circumstances. (The Environmental Field office should be contacted for names and phone numbers of environmental response personnel).

A written submission must be provided within five days of the time the permittee becomes aware of the circumstances unless this requirement is waived by the Director on a case-by-case basis. The permittee shall provide the Director with the following information:

i. A description of the discharge and cause of noncompliance;

ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

iii. The steps being taken to reduce, eliminate, and prevent recurrence of the noncomplying discharge.

b. Scheduled Reporting

For instances of noncompliance which are not reported under subparagraph 2.a. above, the permittee shall report the noncompliance on the Discharge Monitoring Report. The report shall contain all information concerning the steps taken, or planned, to reduce, eliminate, and prevent recurrence of the violation and the anticipated time the violation is expected to continue.

3. Sanitary Sewer Overflow

a. "***Sanitary Sewer Overflow***" means the discharge to land or water of wastes from any portion of the collection, transmission, or treatment system other than through permitted outfalls.

b. Sanitary Sewer Overflows are prohibited.

c. The permittee shall operate the collection system so as to avoid sanitary sewer overflows. No new or additional flows shall be added upstream of any point in the collection system, which experiences chronic sanitary sewer overflows (greater than 5 events per year) or would otherwise overload any portion of the system.

d. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after: 1) an authorized representative of the Commissioner of the Department of Environment and Conservation has approved an engineering report and construction plans and specifications prepared in accordance with accepted engineering practices for correction of the problem; 2) the correction work is underway; and 3) the cumulative, peak-design, flows potentially added from new connections and line extensions upstream of any chronic overflow point are less than or proportional to the amount of inflow and infiltration removal documented upstream of that point. The inflow and infiltration reduction must be measured by the permittee using practices that are customary in the environmental engineering field and reported in an attachment to a Monthly Operating Report submitted to the local TDEC Environmental Field office. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.

e. In the event that more than five (5) sanitary sewer overflows have occurred from a single point in the collection system for reasons that may not warrant the self-imposed moratorium or completion of the actions identified in this paragraph, the permittee may request a meeting with the Division of Water Resources EAC staff to petition for a waiver based on mitigating evidence.

4. Upset

a. "***Upset***" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

b. An upset shall constitute an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the permittee demonstrates, through properly signed, contemporaneous operating logs, or other relevant evidence that:

i. An upset occurred and that the permittee can identify the cause(s) of the upset;

ii. The permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;

iii. The permittee submitted information required under "Reporting of Noncompliance" within 24-hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days); and

iv. The permittee complied with any remedial measures required under "Adverse Impact."

5. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the waters of Tennessee resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. Bypass

a. "***Bypass***" is the intentional diversion of wastewater away from any portion of a treatment facility. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b. Bypasses are prohibited unless the following 3 conditions are met:

i. The bypass is unavoidable to prevent loss of life, personal injury, or severe property damage;

ii. There are not feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment down-time. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment down-time or preventative maintenance;

iii. The permittee submits notice of an unanticipated bypass to the Division of Water Resources in the appropriate environmental field office within 24-hours of becoming aware of the bypass (if this information is provided orally, a written submission must be provided within five days). When the need for the bypass is foreseeable, prior notification shall be submitted to the Director, if possible, at least 10 days before the date of the bypass.

c. Bypasses not exceeding limitations are allowed **only** if the bypass is necessary for essential maintenance to assure efficient operation. All other bypasses are prohibited. Allowable bypasses not exceeding limitations are not subject to the reporting requirements of 6.b.iii, above.

D. LIABILITIES

1. Civil and Criminal Liability

Except as provided in permit conditions for "**Bypassing,**" "**Overflow,**" and "**Upset,**" nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Notwithstanding this permit, the permittee shall remain liable for any damages sustained by the State of Tennessee, including but not limited to fish kills and losses of aquatic life and/or wildlife, as a result of the discharge of wastewater to any surface or subsurface waters. Additionally, notwithstanding this Permit, it shall be the responsibility of the permittee to conduct its wastewater treatment and/or discharge activities in a manner such that public or private nuisances or health hazards will not be created.

2. Liability Under State Law

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or the Federal Water Pollution Control Act, as amended.

PART III

OTHER REQUIREMENTS

A. TOXIC POLLUTANTS

The permittee shall notify the Division of Water Resources as soon as it knows or has reason to believe:

1. That any activity has occurred or will occur which would result in the discharge on a routine or frequent basis, of any toxic substance(s) (listed at 40 CFR 122, Appendix D, Table II and III) which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

a. One hundred micrograms per liter (100 ug/l);

b. Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;

c. Five (5) times the maximum concentration value reported for that pollutant(s) in the permit application in accordance with 122.21(g)(7); or

d. The level established by the Director in accordance with 122.44(f).

2. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":

a. Five hundred micrograms per liter (500 ug/l);

b. One milligram per liter (1 mg/L) for antimony;

c. Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with 122.21(g)(7); or

d. The level established by the Director in accordance with 122.44(f).

B. REOPENER CLAUSE

If an applicable standard or limitation is promulgated under Sections 301(b)(2)(C) and (D), 304(B)(2), and 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked and reissued to conform to that effluent standard or limitation.

C. PLACEMENT OF SIGNS

Within sixty (60) days of the effective date of this permit, the permittee shall place and maintain a sign(s) at each outfall and any bypass/overflow point in the collection system. For the purposes of this requirement, any bypass/overflow point that has discharged five (5) or more times in the last year must be so posted. The sign(s) should be clearly visible to the public from the bank and the receiving stream or from the nearest public property/right-of-way, if applicable. The minimum sign size should be two feet by two feet (2' x 2') with one inch (1") letters. The sign should be made of durable material and have a white background with black letters.

The sign(s) are to provide notice to the public as to the nature of the discharge and, in the case of the permitted outfalls, that the discharge is regulated by the Tennessee Department of Environment and Conservation, Division of Water Resources. The following is given as an example of the minimal amount of information that must be included on the sign:

TREATED INDUSTRIAL WASTEWATER
Sontara Old Hickory Inc.
(Permittee's Phone Number)
NPDES Permit NO. TN0002259
TENNESSEE DIVISION OF WATER RESOURCES
1-888-891-8332 ENVIRONMENTAL FIELD OFFICE - NASHVILLE

INDUSTRIAL STORM WATER RUNOFF
Sontara Old Hickory Inc.
(Permittee's Phone Number)
NPDES Permit NO. TN0002259
TENNESSEE DIVISION OF WATER RESOURCES
1-888-891-8332 ENVIRONMENTAL FIELD OFFICE - NASHVILLE

D. ANTIDEGRADATION

Pursuant to the Rules of the Tennessee Department of Environment and Conservation, Chapter 1200-4-3-.06, titled "Tennessee Antidegradation Statement," and in consideration of the Department's directive in attaining the greatest degree of effluent reduction achievable in municipal, industrial, and other wastes, the permittee shall further be required, pursuant to the terms and conditions of this permit, to comply with the effluent limitations and schedules of compliance required to implement applicable water quality standards, to comply with a State Water Quality Plan or other State or Federal laws or regulations, or where practicable, to comply with a standard permitting no discharge of pollutants.

E. BIOMONITORING REQUIREMENTS, CHRONIC

The permittee shall conduct a 3-Brood *Ceriodaphnia dubia* Survival and Reproduction Test and a 7-Day Fathead Minnow *(Pimephales promelas)* Larval Survival and Growth Test on the same samples of final effluent from Outfall 001.

The measured endpoint for toxicity will be the inhibition concentration causing 25% reduction (IC25) in survival, reproduction, or growth of the test organisms. The IC25 shall be determined based on a 25% reduction as compared to the controls. The average reproduction and growth responses will be determined based on the number of *Ceriodaphnia dubia* or *Pimephales promelas* larvae used to initiate the test.

Test shall be conducted and its results reported based on appropriate replicates of a total of five serial dilutions and a control, using the percent effluent dilutions as presented in the following table:

Serial Dilutions for Whole Effluent Toxicity (WET) Testing					
4 X PL	**2 X PL**	**Permit Limit (PL)**	**0.50 X PL**	**0.25 X PL**	**Control**
% effluent					
6	**3**	**1.5**	**0.7**	**0.3**	**0**

The dilution/control water used will be a moderately hard water as described in Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, EPA-821-R-02-013 (or the most current edition). Results from a chronic standard reference toxicant quality assurance test for each species tested shall be submitted with the discharge monitoring report. Reference toxicant tests shall be conducted as required in EPA-821-R-02-013 (or the most current edition). Additionally, the analysis of this multi-concentration test shall include review of the concentration-response relationship to ensure that calculated test results are interpreted appropriately.

Toxicity will be demonstrated if the IC25 is less than or equal to the permit limit indicated for each outfall in the above table(s). Toxicity demonstrated by the tests specified herein constitutes a violation of this permit.

All tests will be conducted using a minimum of three 24-hour flow-proportionate composite samples of final effluent (e.g., collected on days 1, 3 and 5). If, in any control more than 20% of the test organisms die in 7 days, the test (control and effluent) is considered invalid and the test shall be repeated within 30 days of the date the initial test is invalidated. Furthermore, if the results do not meet the acceptability criteria of section 4.9.1, EPA-821-R-02-013 (or the most current edition), or if the required concentration-response review fails to yield a valid relationship per guidance contained in Method Guidance and Recommendations for Whole Effluent Toxicity (WET) Testing, EPA-821-B-00-004 (or the most current edition), that test shall be repeated. Any test initiated but terminated before completion must also be reported along with a complete explanation for the termination.

The toxicity tests specified herein shall be conducted once during the permit cycle (1/permit) for Outfall 001 and can be submitted 180 days from the expiration date of this permit.

In the event of a test failure, the permittee must start a follow-up test within 2 weeks and submit results from a follow-up test within 30 days from obtaining initial WET testing results. The follow-up test must be conducted using the same serial dilutions as presented in the corresponding table(s) above. **The follow-up test will not negate an initial failed test. In addition, the failure of a follow-up test will constitute a separate permit violation which must also be reported.**

In the event of 2 consecutive test failures or 3 test failures within a 12 month period for the same outfall, the permittee must initiate a Toxicity Identification Evaluation/Toxicity Reduction Evaluation (TIE/TRE) study within 30 days and so notify the division by letter. This notification shall include a schedule of activities for the initial investigation of that outfall. **During the term of the TIE/TRE study, the frequency of biomonitoring shall be once every three months.** Additionally, the permittee shall submit progress reports once every three months throughout the term of the TIE/TRE study. The toxicity must be reduced to allowable limits for that outfall within 2 years of initiation of the TIE/TRE study. Subsequent to the results obtained from the TIE/TRE studies, the permittee may request an extension of the TIE/TRE study period if necessary to conduct further analyses. The final determination of any extension period will be made at the discretion of the division.

The TIE/TRE study may be terminated at any time upon the completion and submission of 2 consecutive tests (for the same outfall) demonstrating compliance. Following the completion of TIE/TRE study, the frequency of monitoring will return to a regular schedule, as defined previously in this section as well in Part I of the permit. **During the course of the TIE/TRE study, the permittee will continue to conduct toxicity testing of the outfall being investigated at the frequency of once every three months but will not be required to perform follow-up tests for that outfall during the period of TIE/TRE study.**

Test procedures, quality assurance practices, determinations of effluent survival/reproduction and survival/growth values, and report formats will be made in accordance with Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, EPA-821-R-02-013, or the most current edition.

Results of all tests, reference toxicant information, copies of raw data sheets, statistical analysis and chemical analyses shall be compiled in a report. The report will be written in accordance with Short-Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms, EPA-821-R-02-013, or the most current edition.

Two copies of biomonitoring reports (including follow-up reports) shall be submitted to the division. One copy of the report shall be submitted along with the discharge monitoring report (DMR). The second copy shall be submitted to the local Division of Water Resources office address:

Environmental Field office- Nashville
Division of Water Resources
711 R.S. Gass Boulevard
Nashville, TN 37243-1550

PART IV

STORM WATER POLLUTION PREVENTION PLAN

Storm water runoff at Sontara Old Hickory Inc. plant that is not discharged through permitted outfalls as described in Part I.A. of this permit is authorized under the Tennessee

Storm Water Multi Sector General Permit for Industrial Activities (TMSP), Permit Number TNR053980. The TMSP requires the permittee to prepare and implement a storm water pollution prevention plan (SWPPP) prior to November 30, 1997. The permittee shall ensure that the facility SWPPP incorporates appropriate pollution prevention measures that minimize the discharge of pollutants in stormwater routed through permitted outfalls. Any necessary plan modifications shall be completed within 180 days after the effective date of this permit

ADDENDUM TO RATIONALE – JANUARY 2016

with

Record of Comments and Responses

E. I. DuPont De Nemours & Co., Inc. - Old Hickory

NPDES Permit TN0002259

I. Background and Introduction

On April 20, 2015, DuPont submitted an application for an NPDES Permit for the discharge of industrial wastewater. The TN Department of Environment and Conservation (TDEC), Division of Water Resources (the division) published a draft permit TN0002259 for the facility on November 30, 20154. Also, the division issued a public notice on the availability of the draft permit for public review and was followed by a comment period through January 4, 2016.

This Addendum to Rationale addresses comments submitted during the public notice period. It also presents TDEC's decision regarding the permit and rationale for that decision.

USDOE submitted minor administrative editing suggestions which are addressed below with TDECs response and proposed permit changes, as applicable. Comments are shown in plain text with responses shown in bold text.

II. Clarification of Technology-Based (TBELs) and Water Quality-based Effluent Limits (WQBELs)

As noted during review of the draft permit by EPA Region 4, the TBELs calculated from production rates allowed greater discharge quantities of BOD and TSS than the previous permit limits. However, the previous permit limits were retained as described in the draft permit.

III. Comments on Draft Permit and TDEC Responses

Comment by EPAR4: Why was monitoring of COD removed from 01A? In addition, should there be limits? I'm basing this question on statement (b) under the COD in IMP01B section of the Rationale (Page R-5). That statement points out that the oxygen demanding substance for 40 CFR 430.122 Subpart L occurs in the form of COD, rather than BOD5. On the other hand, Subpart L does not require limits for COD.

Response: Reporting of COD has been included for Outfall 01A in the final permit. To be consistent with parameter of BOD as published in EPA ELGs rather than COD, the reporting of oxygen-demanding characteristics is based on BOD. The 2-to-1 conversion of COD to BOD is discussed in the Rationale.

Comment by EPAR4: Was an RPA for WQS conducted? I didn't see anything in the draft permit/rationale and I was wondering if it was inadvertently left off.

Response: A Reasonable Potential Analysis or RPA spreadsheet is attached to this Addendum, which indicates no metals concentrations are likely to cause WQ exceedances in the receiving waters.

Comment by EPAR4: While TSS and COD limits remained the same, BOD5 load was increased. I was wondering if an analysis was done to check that this would not cause any problems in the receiving waterbody. There is an anti-deg statement in the rationale so I'm assuming this was considered.

Response: The nominal increase in BOD5 loading is considered de minimis and is similar to the loadings established in previous permits. For the previous ten years, actual effluent loading has remained approximately 10-20% of the permit limits for deoxygenating wastes.

Comment by USFWS:

1) For adequate FWS review for all 316(b) permits, it would be beneficial to have as much information related to water withdrawal appurtenances, withdrawal rates and velocities, cooling water balances, and modeling conducted by either the permittee or TDEC. We have not received detailed information on the cooling water intake appurtenances (e.g. type/size/# of pumps, screen size/types, velocities). The FWS cannot process these nor provide any comments under the ESA until we have that information.

Response 1): DuPont provided supplemental information to the permit renewal application and the Division included this information in the draft permit Rationale. TDEC has requested that DuPont provide any further available information on the intake and will provide it to USFWS. We will also make the data available on the DWR Permits Dataviewer.

2) The permit should note that the presence of Lake Sturgeon should be considered.

Response 2): USFWS indicates the Lake Sturgeon, a fish species declared by the TN Wildlife Resources Commission as endangered, is known to be present throughout Old Hickory Lake following restocking activities in recent years.

- **The Division's Dataviewer website for Exceptional Waters indicates "the State Endangered Lake Sturgeon [is] found near Cordell Hull Dam" – see http://environment-online.tn.gov:8080/pls/enf_reports/f?p=9034:34304:0::NO. .**
- **The rare species database maintained by TDEC Division of Natural Area does not contain records of Lake Sturgeon with 6 miles of the Dam..**
- **Old Hickory Lake has not been designated by USFWS as Critical Habitat for Lake Sturgeon.**

Information provided by the TN Wildlife Resources Agency indicates that, due to the large size of the species, the DuPont intake is unlikely to affect adult fish. No information exists on the presence of immature species which might be affected or on reproduction in waters near the intake.

WATER QUALITY BASED EFFLUENT CALCULATIONS - OUTFALL 001

FACILITY: E. I. DuPont De Nemours & Co., Inc. - Old Hickory PERMIT #: TN0002259

Stream (1Q10)	Stream (30Q2)	Waste Flow	Ttl. Susp. Solids	Hardness (as CaCO3)	Stream Allocation
[MGD]	[MGD]	[MGD]	[mg/l]	[mg/l]	[%]
4961	4961	11.3	10	50	50

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Stream	Fish/Aqua. Life		Effluent	Fish & Aquatic Life Water Quality Criteria (1Q10				Human Health Water Quality Criteria (30Q2)					
	Bckgrnd. Conc.	Water Quality Criteria		Fraction Dissolved	In-Stream Allowable		Calc. Effluent Concentratio		In-Stream Criteria			Calc. Effluent Concentration		
EFFLUENT CHARACTERISTIC		Chronic	Acute		Chronic	Acute	Chronic	Acute	Organisms	Organisms	DWS	Organisms	Water / Organisms	DWS
	[ug/l]	[ug/l]	[ug/l]	[Fraction]	[ug/l]	[ug/l]	[ug/l]	[ug/l]	[ug/l]	[ug/l]	[ug/l]	[ug/l]	[ug/l]	[ug/l]
Chromium (T) **	0.5	100.0	NA	1.000	100.0	N/A	**21891.6**	**N/A**	NA	NA	100	**NA**	**NA**	**21891.6**
Copper *	1.0	6.3	8.9	0.348	18.1	25.5	**3753.9**	**5385.8**	NA	N/A	NA	**NA**	**NA**	**NA**
Cyanide (T) **	0.9	5.2	22.0	1.000	5.2	22.0	**946.5**	**4642.7**	220000	700	200	4.8E+07	**153811.7**	**43805.1**
Lead *	4.40	1.2	30.1	0.184	6.4	163.9	**439.1**	**35087.7**	NA	NA	5.0	**NA**	**NA**	**134.2**
Nickel *	1.5	87.4	787.4	0.432	202.3	1821.4	**44175.0**	**400400.9**	4600	610	100	1.0E+06	**133878.8**	**21672.1**
Zinc *	3.9	58.1	63.6	0.288	201.7	220.9	**43520.9**	**47741.6**	NA	NA	NA	**NA**	**NA**	**NA**

* Denotes metals for which Fish & Aquatic Life Criteria are expressed as a function of total hardness.
The Fish & Aquatic Life criteria for this metal are in the dissolved form at laboratory conditions.
The in-stream allowable criteria and calculated effluent concentrations are in the total recoverable form.

** The criteria for these parameters are in the total form.

Background concentration from USACE data 2012-2014 at Old Hickory Lake Station 3OLD2002, located in forebay of dam.

RATIONALE SEPTEMBER 2015

E. I. DuPont De Nemours & Co., Inc. - Old Hickory

NPDES PERMIT NO. TN0002259
Old Hickory, Davidson County, Tennessee

Permit Writer: Bob Alexander[1]

I. DISCHARGER

E. I. DuPont De Nemours & Co., Inc. - Old Hickory
1002 Industrial Road
Old Hickory, Davidson County, Tennessee

Official Contact Person:
Mr. Kenneth Klein
Plant Manager
(615) 847-6500

Nature of Business:
Manufacture of spunbonded polypropylene and/or polypropylene fibers by melt-blown process, and spunlaced fiber by hydro-consolidating natural & synthetic fibers

SIC Code(s): 2297
Industrial Classification: Primary
Discharger Rating: Major

PRIMARY INDUSTRY CATEGORY means any industry category listed in the NRDC Settlement Agreement (Natural Resources Defense Council v. Train, 8 ERC 2120 [D.D.C. 1976], modified 12 ERC 1833 [D.D.C. 1979]).

II. PERMIT STATUS

Issued April 30, 2011,
Expired September 30, 2015
Application for renewal received April 20, 2015

Watershed Scheduling

Environmental Field Office: Nashville
Primary Longitude: -86.64972 Primary Latitude: 36.27750
Hydrocode: 5130201 Watershed Group: 4
Watershed Identification: Cumberland-Old Hickory Lake
Target Reissuance Year: 2015

[1] Contact Robert.alexander@tn.gov, 615-532-0659

III. FACILITY DISCHARGES AND RECEIVING WATERS

Facility Discharges

During the previous permit cycle, the E. I. DuPont De Nemours & Co., Inc. - Old Hickory (DuPont) facility has continued downsizing with changes summarized below:

- Ownership changes of fiber production under SIC 2297:
  - Manufacture of spun-laced fiber by Sontara of Jacob-Holm Industries, formerly DuPont, by hydro-consolidating various natural and synthetic fibers.
  - Manufacture of spun-bonded polyester and/or propylene fibers by melt-bloom process by Polymer Group, Inc. or PGI, formerly Fiberweb.
- Retention of plant utilities by DuPont Site Services to include raw water withdrawal from Old Hickory Lake and treatment of utility water for site tenants, process wastewater treatment, compressed air supply, and NPDES permitting responsibilities;
- Closure of the DuPont coal-fired steam plant and cessation of steam production for site tenants. Steam supply to Sontara and the DuPont power house now provided by PGI/Constellation.
- Converting biological to non-biological treatment in the Process Waste Treatment Plant (PWTP) in response to very limited organic loading.
- Diverting stormwater from the former Crystar processing area formerly treated by the PWTP to the Site Retention Basin following closure and decontamination of the Crystar process.

E. I. DuPont De Nemours & Co., Inc. - Old Hickory (DuPont) discharges treated process wastewater, miscellaneous cooling and non-process wastewaters and storm water runoff from Outfall 001 to Cumberland River (Old Hickory Lake) at mile 218.4.

- Outfall 001 from the Site Retention Basin, includes treated process wastewater (via internal monitoring points 01A and 01B), non-contact cooling water, stormwater and "excess water". Treatment is provided by sedimentation and skimming in the Site Retention Basin with a flow of 4.947 MGD.

- Excess water is raw water withdrawn from Old Hickory Lake by the oversized potable water supply plant, but is excess to the needs of the industrial site;

- Internal Monitoring Point (IMP) 01A represents:
  - Process wastewater from PGI,
  - Boiler blowdown from PGI/Constellation,
  - Process wastewater from Sontara Line 1, and
  - Process wastewater from DuPont Site Services Compressed Air Station.
  - Groundwater from onsite monitoring wells,
  - Filtered water from raw water supply, and
  - Stormwater

- Treatment of 0.660 MGD consists of physical/chemical treatment involving equalization/sedimentation, coagulation and clarification, neutralization, and sludge discharge to POTW.

- IMP 01B represents:
  - Process wastewater from Sontara Lines 2 and 3.

DuPont discharges sanitary wastewater plus process wastewater solids to the Metro Nashville sanitary sewer.

Storm water discharges associated with the industrial activity of this facility are covered by the Tennessee Multi-Sector General Storm Water Permit TNR053980. Storm water concerns associated with this facility are covered in this general permit and will, therefore, not be addressed in the new permit. The effluent discharged through Outfall 001 does contain a storm water component. However, since process wastewater, non-process wastewater, and storm water combine in the site retention basin before discharge through Outfall 001, separate monitoring requirements for storm water will not be imposed on this outfall.

Receiving Stream

Appendix 1 summarizes facility discharges and the receiving stream information for Outfall 001. The division has made a determination that this portion of Old Hickory Lake on the Cumberland River is considered "available conditions" waters. Available conditions exist where water quality is better than the applicable criterion for a specific parameter.

No Federally-listed threatened and endangered species or designated critical habitat are known to exist in the vicinity of the DuPont cooling water intake. This statement is based on:

- Review by the TN Natural Heritage Program, TDEC Div. of Natural Areas[2];
- Communications with USFWS and TN Wildlife Resources Agency.

IV. APPLICABLE EFFLUENT LIMITATIONS GUIDELINES (ELGS)

IMP01A

Process wastewaters discharged through the internal monitoring point 01A are regulated by applicable best practicable control technology (BPT) ELGs for facilities classified under Organic Chemicals, Plastics, and Synthetic Fibers (OCPSF):

- Jacob-Holm (Sontara) Line 3: 40 CFR Part 410.82, Subpart H, Nonwoven Manufacturing subcategory -
  - Parameters limited include BOD5, COD, TSS, Sulfide, Phenol, Total Chromium, and pH.

- PGI (formerly Fiberweb): 40 CFR Part 414.31, Subpart C – Other Fibers
  - Parameters limited include BOD5, TSS, and pH.

Waiver of parameters no longer applicable

Process wastewaters discharged through the internal monitoring point 01A have previously been regulated by 40 CFR Part 414 - Organic Chemicals, Plastics, and Synthetic Fibers (OCPSF) effluent limitations guidelines (ELGs). The applicable best practicable control technology (BPT) guidelines at 40 CFR Part 414.31, Subpart C applies to the manufacture of polypropylene and polyester fibers, i.e., Fiberweb production.

The existing permit identifies the rules at 40 CFR Part 414.91, Subpart I - Direct Discharge Point Sources That Use End-of-Pipe Biological Treatment dealing with for limitations of VOC's. In that permit, BAT ELGs were presented and effluent limitations were calculated for those VOCs.

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[2] Div. of Natural Areas letter, Stephanie Williams to R.E. Alexander, DWR, 12 Oct 2015.

The renewed permit does not apply the 40 CFR Part 414.91, Subpart I requirements based on the following:

- DuPont's most recent application states that the biological treatment process is no longer in operation;
- The VOCs listed under this ELG were not detectable during laboratory analyses conducted for the 2015 renewal application; and,
- The current permit already waived reporting of these parameters as discussed in the March 2011 Rationale, page R-11.

IMP01B

Process wastewaters discharged through the internal monitoring point 01B are regulated by applicable best practicable control technology (BPT) ELGs:

- Sontara Lines 1 & 2: 40 CFR Part 430.122, Subpart L - Tissue, Filter, Non-Woven, and Paperboard From Purchased Pulp Subcategory for Non-Integrated Mills where Filter and Non-woven Papers are produced from purchased pulp with a continuous discharge.
    - Parameters limited include BOD5, TSS, and pH.

Outfall 001

There are currently no effluent limitations guidelines for the discharge of cooling waters, storm water runoff, or miscellaneous non-storm flows from OCPSF facilities. Applicable ELGs are provided in Appendix 2, and remain applicable from the previous permit. The only change is that the provisions applicable to the non-biological treatment of wastewaters are no longer relevant.

V. PREVIOUS PERMIT LIMITS AND MONITORING REQUIREMENTS

Appendix 3 lists the permit limitations and monitoring requirements as defined in the previous permit.

VI. HISTORICAL MONITORING AND INSPECTION

During the previous permit term, DuPont had little difficulty in meeting effluent limitations as outlined in the previous permit. A summary of the reported data during 2010 - 2015 is presented in the Appendix.

VII. NEW PERMIT LIMITS AND MONITORING REQUIREMENTS

Effluent limits are calculated below for Internal Monitoring Points 01A and 01B to establish compliance with ELGs prior to mixing with almost 6 MGD of non-process flows in the retention basin discharging to Outfall 001. Calculations are show below for each production process and Internal Monitoring Point to establish permit limits for each IMP and Outfall 001.

Technology-Based Effluent Limits

					01A			01B		
Outfall	40 CFR	Prod'n	Units	Fractions	Parameter	Rate	Load, lb/d	Parameter	Rate	Load, lb/d
						Mo. Ave			Mo. Ave	
01A & 01B	430-L	112	lb/klb	3% to 01A	BOD5	16.3	54.8	BOD5	16.3	1770.8
	430.122			Spunlace Line1	TSS	13	43.7	TSS	13	1412.3
				and		Daily Max			Daily Max	
				97% to 01B	BOD5	29.6	99.5	BOD5	29.6	3215.7
				Spunlace Line2	TSS	26.6	89.4	TSS	26.6	2889.8
01B	410-H	39.5	lb/klb						Mo. Ave	
	410.82	Spunlace						BOD5	2.2	86.9
		Line 3						TSS	3.1	122.45
								COD	20	790
								Sulfide	n/a	n/a
								Phenol	n/a	n/a
								Tot chromium	n/a	n/a
									Daily Max	
								BOD5	4.4	173.8
								TSS	6.2	244.9
								COD	40	1580
								Sulfide	n/a	n/a
								Phenol	n/a	n/a
								Tot chromium	n/a	n/a
01A & 01B	414-C	0.3966	MGD	equals flow		Mo. Ave				
	414.31			times	BOD5	18	59.5			
				concentration	TSS	36	119.1			
						Daily Max				
					BOD5	48	158.8			
					TSS	115	380.4			
PROPOSED PERMIT LIMITS						Mo. Ave			Mo. Ave	
						BOD5	114.3		BOD5	1857.7
						TSS	162.8		TSS	1534.8
						Daily Max			COD	490
						BOD5	258.2		Daily Max	
						TSS	469.8		BOD5	3389.5
									TSS	3134.7
									COD	980

The previous permit adjusted the effluent limit calculations for COD in IMP 01B and for TSS in both IMP 01A and 01B. These adjustments are shown below.

COD in IMP01B:

The previous permit imposed a COD limit, adjusted from the ELG calculations, of 6400.8 lb/day Daily Maximum and 3475.2 lb/day Monthly Average at IMP 01B using the same production rate of 24,500 lb/day.

a. The justification was that ELG's from 40CFR 410.122 Subpart L only contain limits for BOD5/TSS and do not limit COD. Operating experience for this process had determined the principal oxygen-demanding waste occurs in the form of COD rather than BOD5.
b. Using a ratio of 2:1 for COD:BOD5, based on plant data and literature values, the ELG loading for BOD5 from Subpart L of 2710.4 converts to COD load of 5420.8 lb/d. Adding the calculated COD load from Subpart H of 980 lb/day = 6400.8 lb/d Daily Maximum.
c. The same procedure would apply for the Monthly Average calculations: 1492.6 lb/day BOD converts to 2985.2 lb/day COD. Adding the COD load from Subpart H of 490 lb/day = 3475.2 lb/d Monthly Average.
d. The renewed permit will retain limits for COD in lb/day from the previous permit:

	Monthly Average	Daily Maximum
Outfall 01B	3475.2	6400.8

TSS in IMP01A and 01B:

The previous permit imposed a TSS limit, adjusted from the ELG calculations, to spread the TSS loading between the two Internal Monitoring points to more accurately represent the actual process. Both IMPs 01A and 01B are combined in the discharge at Outfall 001, but are individually monitored and have permit limits for TSS.

a. The justification is that, although 97% of the volume of flow for Lines 1 and 2 flows through 01B and 3% flows through 01A, the actual solids loading is 50-50 between both IMPs.
b. No increase or decrease in the total TSS loading from 01A and 01B is proposed.
c. The renewed permit retains the limits for TSS from the previous permit:

	Monthly Average	Daily Maximum
Outfall 01A	506.6	1173.3
Outfall 01B	915.6	1870

A. INTERNAL MONITORING POINT (IMP) 01A

IMP 01A discharges treated effluent from the physical/chemical wastewater treatment plant and other flows discussed above. The applicable limits at this IMP are based on 2 different regulated wastewater streams, PGI and Sontara as follows:

a. Process wastewaters generated from fiber production at PGI are regulated by 40 CFR Part 414.31, Subpart C for BOD5/TSS/pH.
b. Process wastewater from screw press and filter backwashes from Sontara are regulated by 40 CFR 430.122, Subpart L.

Mass limits at IMP 01A are calculated based on the process wastewater flow of 396,000 gpd and using the above-listed effluent limitations guidelines. The calculations and resulting limits at IMP 01A are shown below.

Proposed Effluent Limits – Outfall 01A

Parameter	Qualifier	Value	Unit	Sample Type	Frequency	Statistical Base
BOD5	<=	258.2	lb/d	Composite	Weekly	Daily Maximum
BOD5	<=	114.3	lb/d	Composite	Weekly	Monthly Average
Flow	Report	-	MGD	Instantaneous	Weekly	Daily Maximum
Flow	Report	-	MGD	Instantaneous	Weekly	Monthly Average
Total Suspended Solids (TSS)	<=	506.6	lb/d	Composite	Weekly	Daily Maximum
Total Suspended Solids (TSS)	<=	1173.3	lb/d	Composite	Weekly	Monthly Average
pH	>=	6.0	SU	Grab	Weekly	Minimum
pH	<=	9.0	SU	Grab	Weekly	Maximum

B. INTERNAL MONITORING POINT (IMP) 01B

Effluent discharged at IMP 01B with flow rate of 4.947 MGD originates from a manufacturing process of Sontara® spunlaced fabric prior to discharge through a retention basin and Outfall 001. .

With the permit renewal application, DuPont provided an updated Water Balance. PGI spunlaced production discharges of process wastewater from Lines 2 and 3 to 01B are shown as 4.947 MGD. Production estimates are shown at 112,000 lb/day of pulp/paper.

Per the permit application, wastewater from Sontara® manufacturing process is regulated at IMP 01B based on the ELGs listed in 40 CFR 410.82, Subpart L, Nonwoven Manufacturing. This rule has flow-based limits for COD, sulfide, phenols, and total chromium. Information provided in the renewal application states that no thermal or chemical bonding is used during the mechanical production process, thus no sources which could introduce sulfide, phenol, or chromium. These substances are reported as non-detectable in the 2015 permit application, thus, no permit limits are applicable.

This renewed permit finds that 40 CFR 430.122, Subpart L (BPT for non-integrated mills where filter and non-woven papers are produced from purchased pulp) is appropriate to regulate this waste stream.

Proposed effluent limits for Outfall 01B are based upon 112,000 pounds-per-day, for which a small portion, approx. 3%, is routed through IMP01A.

PROPOSED EFFLUENT LIMITS – IMP 01B

Parameter	Qualifier	Value	Unit	Sample Type	Frequency	Statistical Base
BOD5	<=	3389.5	lb/d	Composite	Weekly	Daily Maximum
BOD5	<=	1857.7	lb/d	Composite	Weekly	Monthly Average
Flow	Report	-	MGD	Instantaneous	Weekly	Daily Maximum
Flow	Report	-	MGD	Instantaneous	Weekly	Monthly Average
Total Suspended Solids (TSS)	<=	1870	lb/d	Composite	Weekly	Daily Maximum
Total Suspended Solids (TSS)	<=	915.6	lb/d	Composite	Weekly	Monthly Average
pH	>=	6.0	SU	Grab	Weekly	Minimum
pH	<=	9.0	SU	Grab	Weekly	Maximum
COD	<=	6400.8	lb/d	Composite	Weekly	Daily Maximum
COD	<=	3475.2	lb/d	Composite	Weekly	Monthly Average

C. OUTFALL 001

Flow

Flow shall be reported in Million Gallons per Day (MGD) and monitored on a continuous basis using a recorder. Monitoring of flow quantifies the load of pollutants to the stream.

Total Organic Carbon (TOC)

Total Organic Carbon test measures organically bound carbon in a water or wastewater samples. The State of Tennessee Water Quality Standards [Chapter 1200-4-3-.03] do not promulgate specific numeric criteria for TOC. Nevertheless, TOC testing is commonly used for monitoring presence of organic pollutants in industrial effluents, and it will be retained in the new permit on a report basis. The monitoring frequency will be weekly and the sample type will be grab, since the pond effluent is considered completely mixed.

Total Suspended Solids (TSS)

Monitoring for Total Suspended Solids (TSS) was on "report" only basis during the previous permit term, since TBEL-based reporting is established above for upstream process wastewater discharges. The monitoring frequency is retained at monthly on a grab sample, since the pond effluent is completely mixed.

pH

According to the State of Tennessee Water Quality Standards [Chapter 1200-4-3-.03(3)(b)], the pH for the protection of Fish and Aquatic Life shall lie within the range of 6.5 to 9.0 and shall not fluctuate more than 1.0 unit in this range over a period of 24 hours. Considering that the receiving stream will provide some buffering capacity, effluent limitation for pH will be retained in a range 6.0 to 9.0. The sample type will be grab.

PROPOSED LIMITS – OUTFALL 001

Parameter	Qualifier	Value	Unit	Sample Type	Frequency	Statistical Base
Carbon, Total Organic (TOC)	Report	-	mg/L	grab	Weekly	Daily Maximum
Carbon, Total Organic (TOC)	Report	-	mg/L	grab	Weekly	Monthly Average
Flow	Report	-	MGD	Recorder	Continuous	Monthly Average
Flow	Report	-	MGD	Recorder	Continuous	Daily Maximum
Total Suspended Solids (TSS)	Report	-	mg/L	grab	Monthly	Monthly Average
pH	>=	6.0	SU	Grab	Weekly	Minimum
pH	<=	9.0	SU	Grab	Weekly	Maximum
IC25 Static Renewal 7 Day Chronic Ceriodaphnia	>=	1.5	%	Composite	Once/Permit	Minimum
IC25 Static Renewal 7 Day Chronic Pimephales	>=	1.5	%	Composite	Once/Permit	Minimum

VIII BIOMONITORING REQUIREMENTS

As shown on the 2015 permit renewal application and 2011-15 effluent data reporting, most toxic substances are reported at or below the detection limit.

- Semi-volatile compounds present at levels of concern in previous permits were so low that limits and monitoring were removed from the previous permit.
- The concentrations of toxic metals in the 2015 application are less than the detection limit at Outfall 001.

Although Outfall 001 contains low levels of several different pollutants, the combined effect can potentially have a detrimental effect to fish and aquatic life. Thus, limited biomonitoring is warranted. The renewed permit will require WET testing once-per-permit as described below.

The Tennessee Water Quality Standards criteria stipulates that "*The waters shall not contain toxic substances, whether alone or in combination with other substances, which will produce toxic conditions...*". Biomonitoring will provide information relative to the toxicity of the discharge. Calculation of toxicity limits is as follows:

$$DF = \frac{Qs + Qw}{Qw} = \text{Dilution Factor}$$

where **Qw** is a wastewater flow (Qw = 11.3 MGD) and **Qs** is a receiving stream low flow (1Q10 = 711 MGD). Please refer to Appendix 1 for details regarding facility discharge and receiving stream. Therefore,

$$DF = \frac{711 + 11.3}{11.3} = 63.9$$

Since the calculated dilution factor is less than 100:1, and assuming immediate and complete mixing, protection of the stream from chronic effects requires:

$$IWC \leq 1.0 \text{ X } IC25; \text{ or,}$$
$$\text{INHIBITION CONCENTRATION, } 25\% \geq IWC$$

Where IWC is Instream Waste Concentration and is calculated using the following formula:

$$IWC = \frac{Qw}{Qs + Qw} \text{ X } 100 = \text{Instream Waste Concentration}$$

$$IWC = \frac{11.3}{711 + 11.3} \text{ X } 100 = 1.5\ \%$$

Therefore, WET testing will be required on 1.5 % effluent. If toxicity is demonstrated in any of the effluent samples specified above, this will constitute a violation of this permit.

The toxicity tests specified herein shall be conducted once during the duration of the renewed permit for Outfall 001, and can be reported with the renewal application. The details regarding biomonitoring methodology can be found in Part III of the permit.

IX. COMPLIANCE WITH SECTION 316B OF THE CLEAN WATER ACT

Section 316(b) of the Clean Water Act requires that facilities minimize adverse environmental impacts resulting from the operation of cooling water intake structures (CWIS) by using the "best technology available" (BTA). Based on information provided in the permit application and the discussion and analysis shown below, the Division has determined that the DuPont facility does not meet the applicable conditions in EPA rules at 40 CFR 125, Subpart J. The discussion below provides the rationale for this determination.

Because TDEC finds that the CWIS is not subject to requirements of §§ 125.94 through 125.99, this rationale includes a Best Professional Judgment analysis of requirements for Best Technology Available under Section 316b in accordance with § 125.90 (b):

> *(b) Cooling water intake structures not subject to requirements under §§125.94 through 125.99 or subparts I or N of this part must meet requirements under section 316(b) of the CWA established by the Director on a case-by-case, best professional judgment (BPJ) basis.*

A. Background on 316(b) rule

The section 316(b) Existing Facility Final Rule applies to existing facilities that use cooling water intake structures for withdrawals from waters of Tennessee and have or require a National Pollutant Discharge Elimination System (NPDES) permit issued under the TN Water Quality Control Act and Section 402 of CWA. If a facility meets the conditions specified below (from 40 CFR 125.91), it is subject to the rule.

The rule applies to owners and operators of existing facilities that meet all of the following criteria:

- The facility is a point source;
- The facility uses or proposes to use one or more cooling water intake structures with a cumulative design intake flow (DIF) of greater than 2 mgd to withdraw water from waters of Tennessee; **and**,
- Twenty-five percent or more of the water the facility withdraws on an actual intake flow basis is used exclusively for cooling purposes.

Generally, facilities that meet these criteria fall into two major groups: steam electric generating facilities and manufacturing facilities. The rule establishes national requirements applicable to the location, design, construction, and capacity of cooling water intake structures at existing facilities that reflect the best technology available for minimizing the adverse environmental impact - impingement and entrainment – associated with the use of these structures. The rule requires several types of information collection as part of the NPDES permit application. In general, the information would be used to identify how the facility plans to meet the rule requirements or how the facility is already meeting the rule requirements.

B. 316(b) Rule requires specific data to be submitted with permit applications

Specific data requirements that apply to all facilities are:

- **Source water physical data** which shows the physical configuration of all source waterbodies used by the facility, identifies and characterizes the source

waterbody's hydrological and geomorphological features, and provides location through maps §122.21(r) (2).

- **Cooling water intake structure data** which shows the configuration and location of cooling water intake structures, provides details on the design and operation of each cooling water intake structure, and diagrams showing flow distribution and water balance § 122.21(r)(3).

- **Source water baseline biological characterization data** that characterizes the biological community in the vicinity of the cooling water intake structure (CWIS) and characterizes the operation of the CWIS § 122.21(r)(4).

- **Cooling water system data** that, among other things, describes the operation of the cooling water system, its relationship to the CWIS, the proportion of the design intake flow used in the system, the number of days the cooling water system is operational and seasonal changes in operation, as well as design and engineering calculations to support these descriptions § 122.21(r)(5).

- Information that describes the facility's chosen m**ethod of compliance with impingement mortality standards**; the specific requirements vary, depending on the compliance approach chosen by the facility. This information would be reflected in the facility's Impingement Technology Performance Optimization Study § 122.21 (r)(6).

- Description of any existing **entrainment performance studies** of biological survival conducted at the facility and a summary of any conclusions or results §122.21(r)(7).

- **Operational status** data that describes the operational status of each generating, production, or process unit §122.21(r)(8).

C. Timing of Rule Applicability

For permits applied for and expired before the effective date of the rule in 2014, reissuance must include conditions to ensure the above specific data requirements are developed during this permit term. Data to support the permittee's approach to compliance will be submitted with the next permit renewal application.

For existing permits expiring before the compliance date in 2018, the Director can establish an alternate schedule for data submittal to ensure information is collected to achieve compliance in the subsequent permit.

If the permittee demonstrates that it cannot develop the required information by the applicable date, "the Director must establish and alternate schedule for submission of the required information".

For permits expiring after the compliance date in 2018, the data must be submitted 180 days prior to the expiration date.

D. Applicability to TN0002259, DuPont Old Hickory

Significant factors in evaluating applicability of these rules to the DuPont permit are:

- DuPont submitted a timely application for renewal prior to the September 2015 expiration date.
- The NPDES permit application indicates a withdrawal of approximately 10.4 MGD, indicating the design intake flow is > 2.0 MGD threshold for rule applicability. For this Rationale, the design intake flow is assumed at 10.4 MGD.
- Data recently submitted with the renewal application includes a water balance showing actual intake flow for waters used exclusively for cooling amounts to 2.112 MGD.
- Waters used exclusively for cooling amounts to 21% as shown on the water balance below:

Cooling Water Balance	**gpd**
DuPont Power/Air Compressor Station	
Once thru compressor cooling	1,152,000
PGI/Constellation	
Once thru process cooling	815,835
Cooling Tower Makeup	72,000
Evaporation(1)	77,100
Jacob-Holm (Sontara)	
Cooling Water (2)	72,000
Total Cooling Water used on site	2,188,935
Total Water Intake	10,400,000
% Withdrawal used Exclusively for Cooling	**21.0%**

(1) assuming worst-case latent heat of evaporation used for cooling (unknown)
(2) Sontara process evaporation - this process is due to product drying.

E. **Conclusion:**

The DuPont Old Hickory cooling water intake structure does not meet the applicability requirement for rules under CWA Section 316(b) because <25% of the actual intake flow is used exclusively for cooling.

F. Determination of Best Technology Available and Best Professional Judgment (BPJ) Analysis

Requirement of 40 CFR 125.90 (b)
This EPA rule says, although the EPA rules are not applicable to the DuPont cooling water system, the provisions of CWA Section 316b must be addressed in NPDES permits.

> *(b) Any standard established pursuant to section 301 or section 306 of this Act and applicable to a point source shall require that the location, design, construction, and capacity of cooling water intake structures reflect the best technology available for minimizing adverse environmental impact.*

TDEC has determined that the DuPont cooling water intake structure represents the best technology available (BTA) to minimize adverse environmental impact in accordance with Section 316(b) of the federal Clean Water Act (33 U.S.C. section 1326). This determination represents the permit writer's Best Professional Judgment and is based upon the following criteria:

- The intake design flow is a very small percentage of the 1Q10 flow for the stream where the facility is located—less than 1 percent;
  - As stated above, the design intake flow is assumed to be 10.4 MGD.
  - The 1Q10 stream flow used for comparison to intake flow is established at TN Rule 1200-04-03-.05(4).
  - Minimum streamflow as measured at the adjacent USACE Old Hickory Dam is established (for purposes of maintaining downstream dissolved oxygen levels) during the months of May – September from 4900 to 9,400 cfs with an average of 7,680 cfs or 4,961 MGD[3].
  - The calculated percentage of minimum stream flow represented by the DuPont intake flow is 10.4 / 4,961 = 0.00002 %.

- The facility uses less than 25 percent of the intake flow exclusively for cooling purposes;

- With regard to entrainment only, the design intake flow is less than 5 percent of the mean annual flow of the stream;
  - Mean annual flow in the Cumberland River as measured at USACE Old Hickory Dam for the period 1958 – 2015 is 18,952 cfs or 12,242 MGD [see note 3].
  - The calculated percentage of annual average streamflow represented by DuPont intake flow is 10.4 / 12,242, is 0.000008 % <<<<<< 5 %.

Summary
TDEC has determined that the cooling water intake structure used by the DuPont represents the best technology available (BTA) to minimize adverse environmental impact in accordance with Section 316(b) of the federal Clean Water Act (33 U.S.C. section 1326).

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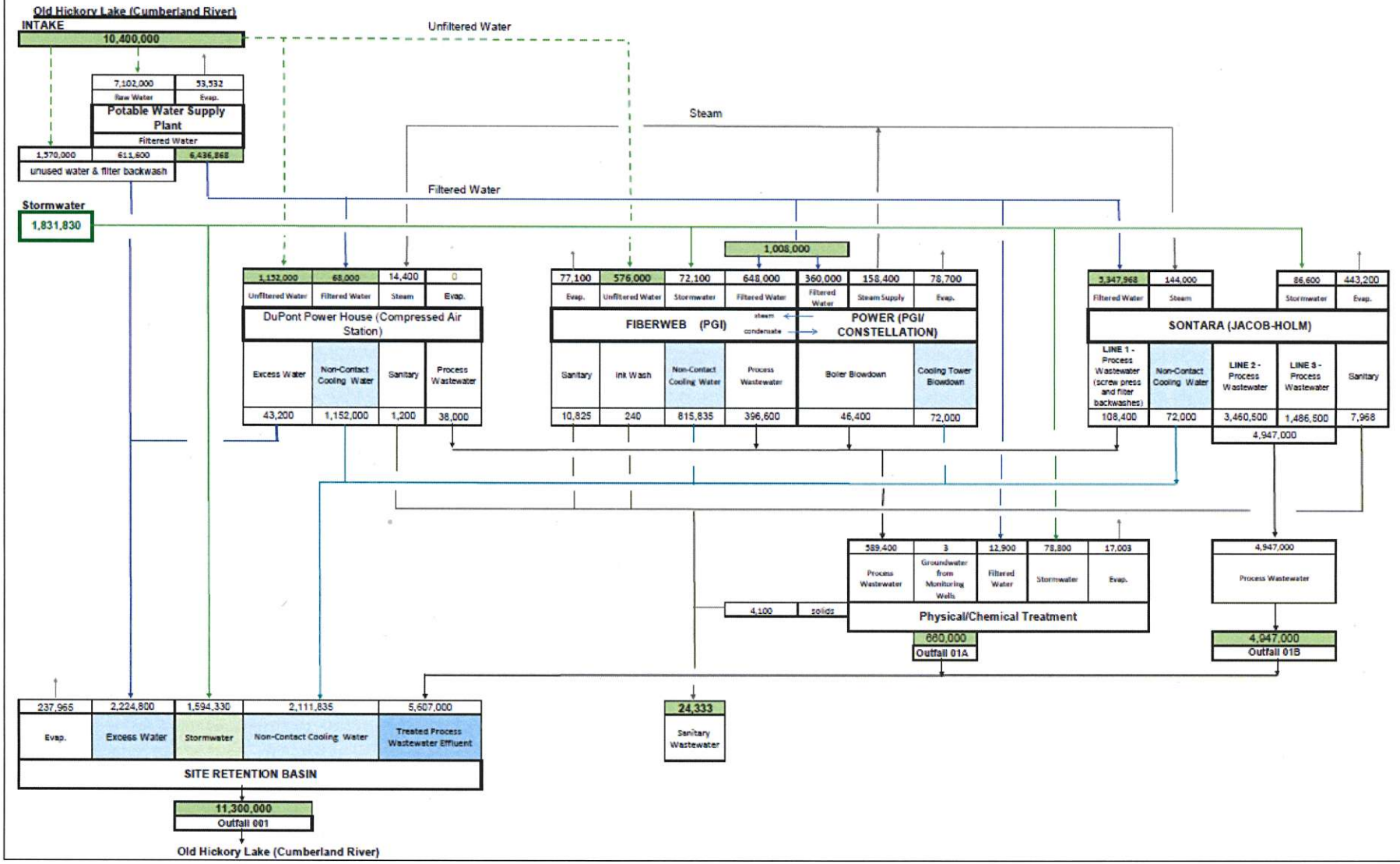
[3] Nashville District USACE Email, 28 Oct 15, Robert Dillingham to R. E. Alexander, TDEC, Subj: Outflow from Old Hickory.

Form 2C, Part III B:

measured flow

WATER BALANCE (Revised 4/13/15)
DuPont - Old Hickory Plant

Flows Unit: GPD
Basis: All Production Manufacturing
Note: Flows are representative of future manufacturing production of all products.



X. ANTIDEGRADATION

Tennessee's Antidegradation Statement is found in the Rules of the Tennessee Department of Environment and Conservation, Chapter 1200-4-3-.06. It is the purpose of Tennessee's standards to fully protect existing uses of all surface waters as established under the Act.

Stream determinations for this permit action are associated with the waterbody segment identified by the division as segment ID# TN05130201001_1000.

Available Conditions Waters (meeting designated uses):

The division has made a determination of the receiving waters associated with the subject discharge(s) and has found the receiving stream to be available conditions waters. Available conditions exist where water quality is better than the applicable criterion for a specific parameter. The applicant has demonstrated to the department that reasonable alternatives to new or increased degradation to the available conditions waters are not feasible.

The department has maintained, and shall continue to assess, the water quality of the stream to assure that the water quality is adequate to protect the existing uses of the stream fully, and to assure that there shall be achieved the highest statutory and regulatory requirements for all new and existing point sources and all cost-effective and reasonable best management practices for nonpoint source control.

No TMDLs have been developed and approved for this portion of Old Hickory Lake.

X. PERMIT DURATION

The proposed limitations meet the requirements of Section 301(b)(2)(A), (C), (D), (E), and (F) of the Clean Water Act as amended. It is the intent of the division to organize the future issuance and expiration of this particular permit such that other permits located in the same watershed and group within the State of Tennessee will be set for issuance and expiration at the same time. In order to meet the target reissuance date for the Cumberland-Old Hickory Lake watershed and following the directives for the Watershed Management Program initiated in January, 1996, the permit will be issued to expire in 2020.

APPENDIX 1 - FACILITY DISCHARGES AND RECEIVING WATERS

OUTFALL 001	
LONGITUDE	LATITUDE
-86.649700	36.277500

FLOW (MGD)	DISCHARGE SOURCE
0.5894	Mfg. of spunlaced non-woven products
0.0788	Storm water runoff
0.0129	Filtered water
0.000003	Treated groundwater
-0.013	Evap & sludge handling
0.66	**Total discharge through IMP 01A**
4.947	Process wastewater and SW runoff
4.947	**Total discharge through IMP 01B**
2.1118	Cooling Water
2.2248	Excess Water
-0.238	Evaporation (est)
1.594	Storm water and groundwater springs
11.3	**TOTAL DISCHARGE**

RECEIVING STREAM DISCHARGE ROUTE

Outfall 001 discharges to the Cumberland River (Old Hickory Lake) at river mile 218.4. Internal monitoring point (IMP) 01A is located on the facility property at the Process Water Treatment Plant discharge point. From IMP 01A, effluent flows to a retention Pond, where it combines with non-process wastewater and storm water runoff. IMP 01B was established for monitoring of wastewater from spunlaced fabrics production. The Pond discharges through Outfall 001.

STREAM LOW FLOW (CFS)	7Q10	1Q20	30Q2
(MGD)	NA	711	3620

Treatment of process wastewater at IMP 01A includes:
equalization and sedimentation, activated sludge, aeration basins and clarifiers, aerobic digestion, sludge to POTW

Treatment of process wastewater at IMP 01B includes:
screening, flotation thickening and clarification.

STREAM USE CLASSIFICATIONS (WATER QUALITY)				
FISH	RECREATION	IRRIGATION	LW&W	DOMESTIC
X	X	X	X	X
INDUSTRIAL	NAVIGATION			
X	X			

APPENDIX 2 - APPLICABLE EFFLUENT LIMITATIONS GUIDELINES

OUTFALLS 01A & 01B

TITLE 40-PROTECTION OF ENVIRONMENT
CHAPTER I-ENVIRONMENTAL PROTECTION AGENCY (CONTINUED)

PART 410-TEXTILE MILLS POINT SOURCE CATEGORY--Table of Contents

Subpart H-Nonwoven Manufacturing Subcategory

Sec. 410.82

Effluent limitations representing the degree of effluent reduction attainable by the application of the best practicable control technology currently available (BPT).

Except as provided in 40 CFR 125.30 through 125.32, any existing point source subject to this subpart must achieve the following effluent limitations representing the degree of effluent reduction attainable by the application of the best practicable control technology currently available (BPT):

Pollutant or pollutant property	BPT limitations	
	Maximum for any 1 day	Average of daily values for 30 consecutive days
	Kg/kkg (or pounds per 1,000 lb) of product	
BOD5	4.4	2.2
COD	40.0	20.0
TSS	6.2	3.1
Sulfide	0.046	0.023
Phenol	0.023	0.011
Total chromium	0.023	0.011
pH	(\1\)	(\1\)

\1\ Within the range 6.0 to 9.0 at all times.

APPENDIX 2 - continued

OUTFALLS 01A

TITLE 40-PROTECTION OF ENVIRONMENT
CHAPTER I-ENVIRONMENTAL PROTECTION AGENCY (CONTINUED)

PART 414-ORGANIC CHEMICALS, PLASTICS, AND SYNTHETIC FIBERS--Table of Contents

Subpart C-Other Fibers

Sec. 414.31

Effluent limitations representing the degree of effluent reduction attainable by the application of the best practicable control technology currently available (BPT).

Except as provided in 40 CFR 125.30 through 125.32, and in 40 CFR 414.11(i) for point sources with production in two or more subcategories, any existing point source subject to this subpart must achieve discharges not exceeding the quantity (mass) determined by multiplying the process wastewater flow subject to this subpart times the concentration listed in the following table.

	BPT effluent limitations \1\	
Effluent characteristics	Maximum for any one day	Maximum for monthly average
BOD5	48	18
TSS	115	36
pH	(\2\)	(\2\)

\1\ All units except pH are milligrams per liter.
\2\ Within the range of 6.0 to 9.0 at all times.

[52 FR 42568, Nov. 5, 1987, as amended at 57 FR 41844, Sept. 11, 1992

APPENDIX 2 - continued

OUTFALLS 01B

TITLE 40--PROTECTION OF ENVIRONMENT
CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY (CONTINUED)

PART 430--THE PULP, PAPER, AND PAPERBOARD POINT SOURCE CATEGORY--Table of Contents

Subpart L--Tissue, Filter, Non-Woven, and Paperboard From Purchased Pulp Subcategory

Sec. 430.122 Effluent limitations representing the degree of effluent reduction attainable by the application of the best practicable control technology currently available (BPT).

Except as provided in 40 CFR 125.30 through 125.32, any existing point source subject to this subpart must achieve the following effluent limitations representing the degree of effluent reduction attainable by the application of the best practicable control technology currently available (BPT), except that non-continuous dischargers shall not be subject to the maximum day and average of 30 consecutive days limitations but shall be subject to annual average effluent limitations:

Subpart L
[BPT effluent limitations for non-integrated mills where filter and non-woven papers are produced from purchased pulp]

	Kg/kkg (or pounds per 1,000 lb) of product		
	Continuous dischargers		
Pollutant or pollutant property	Maximum for any 1 day	Average of daily values for 30 consecutive days	Non-continuous dischargers (annual average)
BOD5	29.6	16.3	9.1
TSS	26.6	13.0	7.4
pH	(\1\)	(\1\)	(\1\)

\1\ Within the range of 5.0 to 9.0 at all times.

APPENDIX 3 - OUTFALL 001 - EFFLUENT DATA

Limit	PH		TSS		TOC		FLOW	
Limit Unit	SU	SU	mg/L	mg/L	mg/L	mg/L	MGD	MGD
Statistical	MIN	MAX	MO AVG	DAILY MX	MO AVG	DAILY MX	MO AVG	DAILY MX
Limit	6	9						
DMR Value	C1	C3	C2	C3	C2	C3	C1	C2
06/30/2011	7.5	8	28	28	2.9	4	16.8	19.4
07/31/2011	7.5	7.9	4	4	4.3	6.6	18.3	21.2
08/31/2011	7.5	7.8	4	4	3	3.4	14.8	17.5
09/30/2011	7.3	8	6	6	3.5	6	13.5	17
10/31/2011	7.1	7.4	7	7	2.6	2.7	12.3	15.5
11/30/2011	7	7.3	16	16	2.7	2.9	12.2	15.6
12/31/2011	7.2	7.4	4	4	2.9	3.3	12.1	15.9
01/31/2012	7	7.6	14	14	2.8	3	11.8	15.4
02/29/2012	7.3	7.7	2	2	2.4	3	11.3	12.7
03/31/2012	7.5	7.8	11	11	2.6	2.8	11.7	14.8
04/30/2012	7.3	7.6	9	9	2.7	3	12.1	15.4
05/31/2012	7.2	7.5	3	3	4.1	10	11.4	17.6
06/30/2012	7.4	7.5	15	15	3	4	11.5	12.9
07/31/2012	7.4	7.7	3	3	3.2	3.5	13.1	20.6
08/31/2012	7.4	7.6	8	8	2.9	3.8	11.6	18.4
09/30/2012	7.5	7.6	5	5	3	3.7	10.9	13.3
10/31/2012	7.3	7.6	5	5	2.9	3.2	10.9	12.8
11/30/2012	7.3	7.7	12	12	2.7	3	9.4	11
12/31/2012	7.5	7.9	6.5	6.5	3.1	3.7	10.4	13.4
01/31/2013	7.7	8.2	15	15	3.1	3.6	11.1	16.7
02/28/2013	7.3	7.8	28	28	3.1	3.7	10.8	12.8
03/31/2013	7.9	8.1	3	3	3.2	4.3	11.4	13.9
04/30/2013	7.5	8.4	7	7	4	7.9	12.8	22.6
05/31/2013	7.6	7.8	22	22	2.8	3.2	11.5	13.5
06/30/2013	7.7	8.1	10	10	2.9	3.1	12.6	18.1
07/31/2013	6.9	8	1	1	2.8	3.1	13.3	17.5
08/31/2013	7.4	7.8	1.7	1.7	4.6	10	13.1	27.2
09/30/2013	7.2	7.6	5.7	5.7	3.6	4.8	13	17.1
10/31/2013	7.4	7.6	6.2	6.2	2.6	2.9	11.9	13.8
11/30/2013	7.6	7.8	2.6	2.6	2.5	2.7	10.9	13.4
12/31/2013	7.4	7.9	3.2	3.2	2.5	3	10.4	13.1
01/31/2014	7.5	7.9	2.8	2.8	2.4	2.7	9.4	12.7
02/28/2014	7.5	7.9	9.9	9.9	2.8	3.2	9.7	15.7
03/31/2014	7.4	8.1	4	4	3.1	3.7	10.6	13
04/30/2014	7.1	7.7	3.8	3.8	2.8	3.6	10.6	17.9
05/31/2014	7.7	8.1	5.8	5.8	2.8	3.3	11.3	14.3
06/30/2014	7.5	8.1	7	7	3.3	4.3	11.9	12.8
07/31/2014	7.3	7.4	7.3	7.3	2.8	3	10.6	12.4
08/31/2014	7.3	7.7	20.5	20.5	4.4	10	11.9	14.1
09/30/2014	7.5	7.6	7.2	7.2	10.1	29	10.2	13.9
10/31/2014	7.5	7.9	11.9	11.9	3.9	7.9	11.15	14.66
11/30/2014	7.6	8.3	7	7	2.33	2.4	10.78	12.6
12/31/2014	7.3	7.9	45	45	4.42	11	10.38	14.22
01/31/2015	7.5	8	5.6	5.6	2.7	2.9	9.97	12.41
02/28/2015	6.1	7.7	10	10	2.83	3.4	9.43	16.17
03/31/2015	6.7	7.5	108	108	2.9	3.5	11.15	13.82
04/30/2015	7	7.3	8.8	8.8	3.34	4.1	11.69	15.7
05/31/2015	7.5	7.7	8.8	8.8	14.28	22	11.91	13.57
06/30/2015	7.4	7.7	34.5	34.5	37.55	96	12.79	14.84
07/31/2015	7.2	7.9	7.95	8.3	16.9	23	13.03	18.14
AVERAGE	**7**	**8**	**14**	**14**	**6**	**10**	**11.3**	**15.1**

Limit	Daphnia	Fathead
Limit Unit	Percent	Percent
Statistical	MIN	MIN
Limit Value	2.4	2.4
DMR Values	C1	C1
06/30/2011	Mon Not Reqd	Mon Not Reqd
07/31/2011	Mon Not Reqd	Mon Not Reqd
08/31/2011	Mon Not Reqd	Mon Not Reqd
09/30/2011	Mon Not Reqd	Mon Not Reqd
10/31/2011	Mon Not Reqd	Mon Not Reqd
11/30/2011	Mon Not Reqd	Mon Not Reqd
12/31/2011	Mon Not Reqd	Mon Not Reqd
01/31/2012	Mon Not Reqd	Mon Not Reqd
02/29/2012	Mon Not Reqd	Mon Not Reqd
03/31/2012	16	16
04/30/2012	Mon Not Reqd	Mon Not Reqd
05/31/2012	Mon Not Reqd	Mon Not Reqd
06/30/2012	Mon Not Reqd	Mon Not Reqd
07/31/2012	Mon Not Reqd	Mon Not Reqd
08/31/2012	Mon Not Reqd	Mon Not Reqd
09/30/2012	Mon Not Reqd	Mon Not Reqd
10/31/2012	Mon Not Reqd	Mon Not Reqd
11/30/2012	Mon Not Reqd	Mon Not Reqd
12/31/2012	Mon Not Reqd	Mon Not Reqd
01/31/2013	Mon Not Reqd	Mon Not Reqd
02/28/2013	Mon Not Reqd	Mon Not Reqd
03/31/2013	Mon Not Reqd	Mon Not Reqd
04/30/2013	9.6	9.6
05/31/2013	Mon Not Reqd	Mon Not Reqd
06/30/2013	Mon Not Reqd	Mon Not Reqd
07/31/2013	Mon Not Reqd	Mon Not Reqd
08/31/2013	Mon Not Reqd	Mon Not Reqd
09/30/2013	Mon Not Reqd	Mon Not Reqd
10/31/2013	Mon Not Reqd	Mon Not Reqd
11/30/2013	Mon Not Reqd	Mon Not Reqd
12/31/2013	Mon Not Reqd	Mon Not Reqd
01/31/2014	Mon Not Reqd	Mon Not Reqd
02/28/2014	Mon Not Reqd	Mon Not Reqd
03/31/2014	Mon Not Reqd	Mon Not Reqd
04/30/2014	9.6	9.6
05/31/2014	Mon Not Reqd	Mon Not Reqd
06/30/2014	Mon Not Reqd	Mon Not Reqd
07/31/2014	Mon Not Reqd	Mon Not Reqd
08/31/2014	Mon Not Reqd	Mon Not Reqd
09/30/2014	Mon Not Reqd	Mon Not Reqd
10/31/2014	Mon Not Reqd	Mon Not Reqd
11/30/2014	Mon Not Reqd	Mon Not Reqd
12/31/2014	Mon Not Reqd	Mon Not Reqd
01/31/2015	Mon Not Reqd	Mon Not Reqd
02/28/2015	Mon Not Reqd	Mon Not Reqd
03/31/2015	Mon Not Reqd	Mon Not Reqd
04/30/2015	Mon Not Reqd	Mon Not Reqd
05/31/2015	9.6	9.6
06/30/2015	Mon Not Reqd	Mon Not Reqd
07/31/2015	Mon Not Reqd	Mon Not Reqd
AVERAGE	16	11

IMP 01A - EFFLUENT DATA

Limit	BOD		PH		TSS		FLOW		COD	
Limit Unit	PPD	PPD	SU	SU	PPD	PPD	MGD	MGD	PPD	PPD
Statistical	MO AVG	DAILY MX	MIN	MAXIMUM	MO AVG	DAILY MX	MO AVG	DAILY MX	MO AVG	DAILY MX
Limit Value	105.7	242.6	6	9	506.6	1173.3				
DMR Values	Q1	Q2	C1	C3	Q1	Q2	Q1	Q2	Q1	Q2
06/30/2011	14	34	7.6	7.9	51	130	0.3	0.82	15	15
07/31/2011	Not Det	Not Det	7.6	8	38	105	0.34	0.55	43	43
08/31/2011	10	15	7.8	8.2	30	57	0.31	0.5	53	53
09/30/2011	17	19.6	7.8	8	38	49	0.35	0.62	86	86
10/31/2011	13	16	7.8	8.2	67	93	0.27	0.4	71	71
11/30/2011	20	24	7	7.7	145	343	0.35	0.56	103	103
12/31/2011	29	32	7.2	7.6	200	390	0.61	1	170	170
01/31/2012	58	126	7.5	8	129	243	0.68	1.32	57	57
02/29/2012	28	36	7.5	8.4	118	211	0.63	0.86	150	150
03/31/2012	26	31	7.3	8.2	154	284	0.73	1.27	145	145
04/30/2012	20	23	7.6	7.9	56	92	0.54	1.07	123	123
05/31/2012	174	700	7.1	7.9	152	471	0.68	1.13	804	804
06/30/2012	18	20	7.5	7.9	144	220	0.45	0.54	105	105
07/31/2012	26.4	36.1	7.5	7.7	294	850	0.73	1.28	199	199
08/31/2012	32.1	42.1	7.6	7.8	183	484	0.73	1.28	146	146
09/30/2012	35	43	7.6	8	380	630	0.83	1.52	77	77
10/31/2012	27	32	7.6	8	251	543	0.67	1.04	110	110
11/30/2012	23	25	7.6	8.1	282	520	0.58	0.84	83	83
12/31/2012	27	33	7.7	8	363	462	0.66	0.95	210	210
01/31/2013	32	49	7.8	8.1	268	691	0.75	1.49	68	68
02/28/2013	39.4	46.9	7.8	8	333	462	0.8	1.47	110	110
03/31/2013	44.5	95	7.4	7.9	149	303	0.63	1.02	202	202
04/30/2013	40.8	67	7.7	8.2	153	205	0.71	1.2	130	130
05/31/2013	29.4	43	7.3	8	113	180	0.62	1.07	195	195
06/30/2013	26.3	34.3	7.7	8.2	105	135	0.67	1.13	68	68
07/31/2013	28	30	7.4	7.9	217	255	0.77	1.37	164	164
08/31/2013	41.9	66	6.9	7.9	42	67	0.79	1.14	94	94
09/30/2013	32.3	47	7.5	7.8	319	685	0.69	1.07	113	113
10/31/2013	29.9	29.9	7.3	7.7	138	189	0.26	0.92	96	96
11/30/2013	25.9	33.4	7.7	7.8	109	161	0.63	0.97	178	178
12/31/2013	27.4	36.2	7.7	8.2	208	297	0.63	1.1	48	48
01/31/2014	22.4	27.1	7.3	7.7	100	193	0.59	0.94	280	280
02/28/2014	41	62	7.3	7.8	239	415	0.6	0.79	289	289
03/31/2014	43	69	6.9	7.5	209	404	0.62	1.07	463	463
04/30/2014	59.9	124	7.1	7.9	93	183	0.69	0.99	190	190
05/31/2014	Not Det	30.4	7.2	7.6	86	187	0.64	0.9	231	231
06/30/2014	34.6	54.8	7.2	7.5	53	75	0.59	0.82	381	381
07/31/2014	36.8	56.4	7.1	7.3	111	205	0.63	1.03	302	302
08/31/2014	35.6	53.8	7.2	7.6	148	343	0.7	1.17	213	213
09/30/2014	25.9	43.2	7.3	7.4	79	146	0.48	1.09	242	242
10/31/2014	16.6	155	7.3	7.8	28	755	0.56	1.12	145	145
11/30/2014	17.2	155	7.1	7.5	58	641	0.59	0.91	133	133
12/31/2014	27.8	155	7.2	7.6	107	285	0.71	1.23	110	110
01/31/2015	17.8	155	7.2	8	53	226	0.55	0.78	188	188
02/28/2015	26.8	155	6.6	7.7	141	253	0.61	0.77	129	129
03/31/2015	Not Det	51	6.3	7.2	295	498	0.77	1.24	262	262
04/30/2015	Not Det	127	6.5	7.2	262	407	0.86	1.28	67	67
05/31/2015	Not Det	110	6.7	7.9	208	491	0.59	1.23	327	327
06/30/2015	31.2	60	7	7.5	134	180	0.63	1.23	62	62
07/31/2015	Not Det	113	6	7.3	176	302	0.71	1.23	189	189
AVERAGE	33	74	7	8	156	320	1	1	168	168

IMP 01B EFFLUENT DATA

Limit	BOD		PH		TSS		FLOW		COD	
Limit Unit	PPD	PPD	SU	SU	PPD	PPD	MGD	MGD	PPD	PPD
Statistical	MO AVG	DAILY MX	MIN	MAXIMUM	MO AVG	DAILY MX	MO AVG	DAILY MX	MO AVG	DAILY MX
Limit Value	1546	2818	6	9	915.6	1870			3475.2	6400.8
DMR Values	Q1	Q2	C1	C3	Q1	Q2	Q1	Q2	Q1	Q2
06/30/2011	160	210	7.6	7.9	130	450	3.8	5.1	600	1150
07/31/2011	Not Det	Not Det	7	8	300	600	4.48	6.69	Not Det	Not Det
08/31/2011	123	226	7.5	8.1	255	677	2.9	5.6	620	990
09/30/2011	89	116	7.4	8.2	18	23	2.15	2.79	275	350
10/31/2011	113	144	7.3	7.5	80	181	2.6	3.4	340	370
11/30/2011	110	130	7.2	7.7	325	1004	2.51	3.28	274	317
12/31/2011	110	140	6.9	7.5	130	210	2.2	3.2	280	360
01/31/2012	116	125	7.2	7.7	143	265	2.67	3.11	296	440
02/29/2012	143	301	7.4	7.7	227	490	2.28	3.18	298	430
03/31/2012	84	121	7.5	7.8	211	339	2.25	2.91	298	425
04/30/2012	98	111	7.5	7.9	144	222	2.41	2.98	400	580
05/31/2012	78	110	7.6	8	68	105	2	3.2	360	400
06/30/2012	120	130	7.6	8	310	860	2.7	3.4	450	610
07/31/2012	123	153	7.4	7.8	176	229	3.04	4.03	382	430
08/31/2012	114	147	7	7.8	128	176	2.35	3.52	394	551
09/30/2012	110	140	7.4	7.5	160	260	2.54	3.59	310	490
10/31/2012	130	134	7.3	8	199	234	2.9	3.68	370	560
11/30/2012	107	134	7.9	8.2	162	241	2.49	3.4	835	3292
12/31/2012	134	153	8	8.2	160	250	2.7	3.8	440	682
01/31/2013	126	155	8.1	8.4	211	373	3.1	3.7	555	1041
02/28/2013	123	154	7.9	8.3	237	318	2.87	4	348	612
03/31/2013	127	169	7.6	7.9	38	69	2.63	3.54	392	556
04/30/2013	128	152	7.5	8.5	199	462	2.52	3.94	646	813
05/31/2013	141	233	7.6	8.4	246	534	2.3	2.9	361	534
06/30/2013	148	190	8.3	8.5	247	331	2.23	2.64	477	728
07/31/2013	152	222	7.8	8.4	160	363	1.29	1.58	298	375
08/31/2013	172	271	7.9	8.2	66	184	1.93	2.32	397	625
09/30/2013	145	223	7.9	8.1	210	345	2.04	2.84	467	853
10/31/2013	165	237	7.9	8.1	250	351	2.49	2.99	658	904
11/30/2013	135	200	8.1	8.3	255	400	2.34	2.92	301	584
12/31/2013	131	267	7.8	8.4	184	331	2.01	3.11	251	493
01/31/2014	132	244	7.9	8.2	218	427	2.36	2.94	683	1098
02/28/2014	147	222	8	8.5	251	355	2.1	2.76	500	1021
03/31/2014	168	213	8.1	8.4	195	324	2.61	3.1	671	926
04/30/2014	113	157	8	8.4	127	163	2.36	3.16	422	532
05/31/2014	Not Det	Not Det	8.2	8.3	147	253	2.42	3.1	Not Det	7.55
06/30/2014	129	155	8.1	8.2	136	181	2.36	2.95	555	797
07/31/2014	162	155	7.8	8	151	184	2.03	2.36	555	691
08/31/2014	152	155	7.8	7.9	163	450	1.99	2.3	555	524
09/30/2014	Not Det	Not Det	NODI=7	8.3	85	118	2.02	2.62	Not Det	417
10/31/2014	169	155	7.8	8.2	87	119	2.39	2.74	555	364
11/30/2014	119	155	7.1	8.3	85	141	2.3	2.74	555	378
12/31/2014	89	155	7.8	8.3	103	255	2.14	2.45	555	350
01/31/2015	154	155	7.9	8.2	103	125	2.28	2.6	555	337
02/28/2015	139	155	7	7.9	143	223	2.33	2.74	555	398
03/31/2015	118	158	7	7.8	112	135	196	225	196	225
04/30/2015	181	237	7.2	7.7	128	215	2.45	2.77	Not Det	438
05/31/2015	Not Det	339	7.5	8.1	77	108	2.54	2.86	Not Det	226
06/30/2015	290	419	7.6	8.3	121	174	3.49	5.02	446	695
07/31/2015	Not Det	236	7.6	8	100	176	4.16	5.3	Not Det	484
AVERAGE	**134**	**184**	**8**	**8**	**163**	**300**	**6**	**8**	**448**	**622**

APPENDIX 4 - PREVIOUS PERMIT LIMITS

OUTFALL 001

Parameter	Qualifier	Value	Unit	Sample Type	Frequency	Statistical Base
Carbon, Total Organic (TOC)	Report	-	mg/L	grab	Weekly	Daily Maximum
Carbon, Total Organic (TOC)	Report	-	mg/L	grab	Weekly	Monthly Average
Flow	Report	-	MGD	Recorder	Continuous	Monthly Average
Flow	Report	-	MGD	Recorder	Continuous	Daily Maximum
Total Suspended Solids (TSS)	Report	-	mg/L	grab	Monthly	Monthly Average
Total Suspended Solids (TSS)	Report	-	mg/L	grab	Monthly	Daily Maximum
pH	>=	6	SU	Grab	Weekly	Minimum
pH	<=	9	SU	Grab	Weekly	Maximum
IC25 Static Renewal 7 Day Chronic Ceriodaphnia	>=	2.4	%	Composite	Annual	Minimum
IC25 Static Renewal 7 Day Chronic Pimephales	>=	2.4	%	Composite	Annual	Minimum

IMP 01A

Parameter	Qualifier	Value	Unit	Sample Type	Frequency	Statistical Base
BOD5	<=	242.6	lb/d	Composite	Weekly	Daily Maximum
BOD5	<=	105.7	lb/d	Composite	Weekly	Monthly Average
COD	Report	-	Mg/l	Composite	Monthly	Daily Maximum
COD	Report	-	Mg/l	Composite	Monthly	Monthly Average
Flow	Report	-	MGD	Instantaneous	Weekly	Daily Maximum
Flow	Report	-	MGD	Instantaneous	Weekly	Monthly Average
Total Suspended Solids (TSS)	<=	1173.3	lb/d	Composite	Weekly	Daily Maximum
Total Suspended Solids (TSS)	<=	506.6	lb/d	Composite	Weekly	Monthly Average
pH	>=	6	SU	Grab	Weekly	Minimum
pH	<=	9	SU	Grab	Weekly	Maximum

PREVIOUS PERMIT - EFFLUENT LIMITS – IMP 01B

Parameter	Qualifier	Value	Unit	Sample Type	Frequency	Statistical Base
BOD5	<=	2818	lb/d	Composite	Weekly	Daily Maximum
BOD5	<=	1546	lb/d	Composite	Weekly	Monthly Average
Flow	Report	-	MGD	Instantaneous	Weekly	Daily Maximum
Flow	Report	-	MGD	Instantaneous	Weekly	Monthly Average
Total Suspended Solids (TSS)	<=	1870	lb/d	Composite	Weekly	Daily Maximum
Total Suspended Solids (TSS)	<=	915.6	lb/d	Composite	Weekly	Monthly Average
pH	>=	6	SU	Grab	Weekly	Minimum
pH	<=	9	SU	Grab	Weekly	Maximum
COD	<=	6400.8	lb/d	Composite	Weekly	Daily Maximum
COD	<=	3475.2	lb/d	Composite	Weekly	Monthly Average

ATTACHMENT 5

SONTARA OLD HICKORY, INC.

REGULATION AND CHARGES RELATING TO

WATER AND WASTEWATER UTILITY SERVICES

TO SONTARA'S INDUSTRIAL CUSTOMERS

This tariff contains the descriptions, regulations and information relating to fees for services for water and wastewater services provided to Sontara's pre-determined industrial customers in Old 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.

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 October 14, 2019, in Docket No. 19-00071.

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 LOCATIONS

Company will provide services to the Industrial Customers at the following locations:

Industrial Customer	Service Location	County
DuPont	1002 Industrial Road, Old Hickory, TN 37138	Davidson
Fiberweb, LLC	70 Old Hickory Boulevard, Old Hickory, TN 37138	Davidson
3M	400 Swinging Bridge Road, Old Hickory, TN 37138	Davidson
Company	328 Old Swinging Bridge Road, Old Hickory, TN 37138	Davidson

PUBLIC
EXHIBIT 1 TO TARIFF

PUBLIC
EXHIBIT 2 TO TARIFF

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: Nat Chambers (615) 847-6386

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: [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 Filtered Water Services provided hereunder.

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

A. ***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]

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

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

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]

B. ***Variable Cost:*** The monthly cost will be determined by [redacted]

C. ***Fixed Cost:***

1. ***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***: [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. 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: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

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***: None.

B. ***Fixed Cost***:

1. ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage will equal [redacted]

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: 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: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

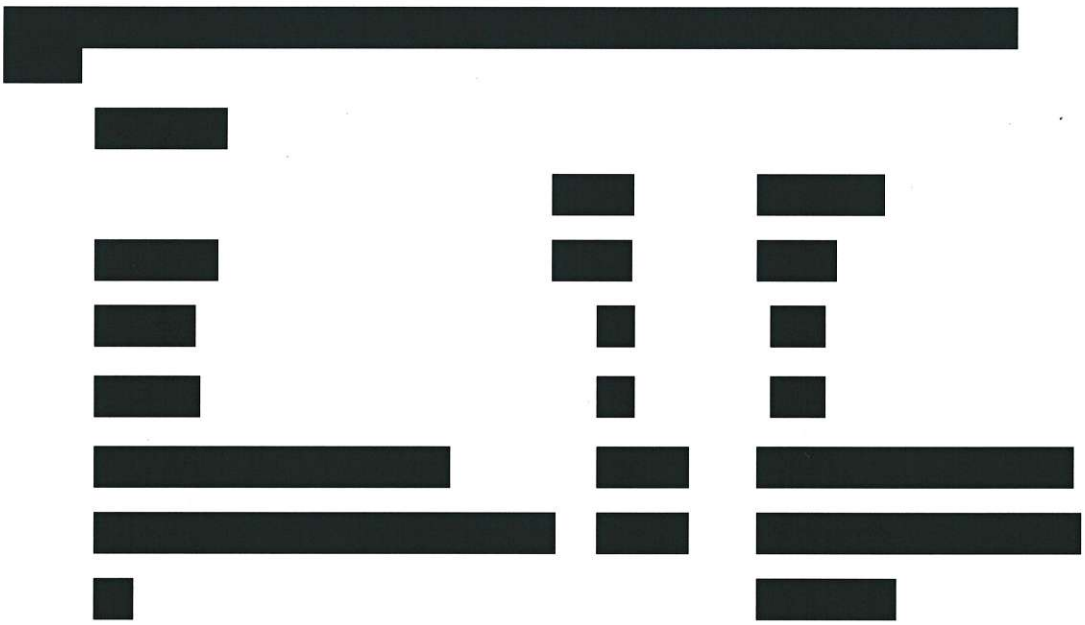
EXHIBIT G – SERVICE LEVEL AGREEMENT ("SLA") STORM WATER

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:



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***:

1. ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage will equal [redacted]

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 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: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

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):***

A. ***Variable Cost:*** Recipient's monthly variable cost charge will be equal to [redacted]

B. ***Fixed Cost:***

1. ***SLA Fixed Cost Percentage:*** The SLA Fixed Cost Percentage is equal to [redacted]

2. ***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.

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: 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: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

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

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 the [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***: None.

B. ***Fixed Cost***: [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.

[Signature page on next page]

[Remainder of page intentionally blank]

DUPONT SPECIALTY PRODUCTS USA, LLC	SONTARA OLD HICKORY, INC.
By: [redacted]	By: _____
Printed Name: [redacted]	Printed Name: _____
Title: [redacted]	Title: _____
Date: 11/4/19	Date: _____

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

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

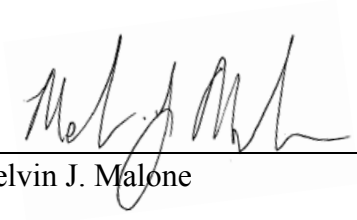
[Signature page to Exhibit of the Old Hickory Site Services Agreement dated May 20, 2016]

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

Daniel P. Whitaker III
Karen H. Stachowski
Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Unit, Financial Division
P.O. Box 20207
Nashville, TN 37202-0207
Daniel.Whitaker@ag.tn.gov
Karen.Stachowski@ag.tn.gov

This the 4th day of March, 2020.



Melvin J. Malone