

**EXHIBIT F to NOTICE OF INVITATION TO BID – PURCHASE AND SALE
AGREEMENT**

PURCHASE AND SALE AGREEMENT

The parties acknowledge that the real property that is the subject of this Agreement is not presently configured in a separately identifiable tract or tracts, and therefore cannot be conveyed until transferable legal descriptions have been created and approved by relevant local and state governmental entities.

This Purchase and Sale Agreement (“Agreement”) is made and dated as of _____, 202_ (the “Effective Date”) by and between _____, a[n] [insert [State name] [corporation] [limited liability company] [other]] (“Buyer”), and Greenfield Environmental Multistate Trust LLC, a Delaware limited liability company, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust (the “Multistate Trust”).

RECITALS:

WHEREAS, the Multistate Trust was established pursuant to a Consent Decree and Environmental Settlement Agreement entered in the U.S. Bankruptcy Court for the Southern District of New York in the matter of *In re: Tronox Incorporated, et al.*, Case No. 09-10156 (ALG), and a related Multistate Environmental Response Trust Agreement (collectively, the “Tronox Bankruptcy Agreements”), the sole beneficiaries of which with respect to the Site are the United States, (including the U.S. Environmental Protection Agency [“EPA”], the U.S. Fish & Wildlife Service on behalf of the U.S. Department of the Interior, and the U.S. Department of Commerce, acting through the National Oceanic and Atmospheric Administration), and the State of North Carolina (including the North Carolina Department of Environmental Quality [“NCDEQ”]) (collectively, the “Beneficiaries”);

WHEREAS, pursuant to the Tronox Bankruptcy Agreements, Tronox and its affiliated companies (collectively, “Tronox”) conveyed to the Multistate Trust by quitclaim deed Tronox’s right, title and interest in and to portions of the former Kerr-McGee Chemical Corp Superfund Site in Navassa, North Carolina (the “Site”) and certain property adjacent to the Site (the “Eastern Upland Area”);

WHEREAS, the Site was listed by the EPA on the National Priorities List (“NPL”) in 2010 and divided into five (5) Operable Units (individually, an “OU,” collectively, the “OUs”): OU1, OU2, OU3, OU4, and OU5;

WHEREAS, OU3, OU4, and OU5 are not a subject of this Agreement;

WHEREAS, EPA, with concurrence from NCDEQ: (i) issued a Record of Decision (“ROD”) for OU1 dated April 1, 2021 (“OU1 ROD”); (ii) deleted OU1 from the NPL in September 2021; (iii) issued a ROD for OU2 dated September 28, 2022 (“OU2 ROD”) stating

that in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* (“CERCLA”), soil excavation and on-site disposal will be the selected final cleanup action for OU2 (the “OU2 Remedy”), which will allow for use of OU2 without CERCLA-related restrictions on future land use after the OU2 Remedy is complete;

WHEREAS, pursuant to a Notice of Invitation to Bid issued by the Multistate Trust dated _____ (“Invitation to Bid”), Buyer participated in a bidding process that resulted in Buyer’s bid being selected as the Successful Bid (as defined in the Invitation to Bid) and Buyer being selected as the Successful Bidder (as defined in the Invitation to Bid); and

WHEREAS, subject to the terms of this Agreement, Buyer desires to buy and the Multistate Trust desires to sell its right, title and interest in and to the following portions of the Site and adjacent property, as approximately depicted in Attachment 1 attached hereto and incorporated herein by reference: (i) ±51 acres of the Eastern Upland Area; (ii) OU1 (±20 acres); and (iii) OU2 (±16 acres) [; and (iv) the ±4-acre portion of the Eastern Upland Area identified as the “Water Access Property”] (collectively, the “Sale Property”);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Sell and Purchase. Subject to the terms and conditions of this Agreement, on the Closing Date (as defined hereafter), the Multistate Trust agrees to sell to Buyer, and Buyer agrees to purchase from the Multistate Trust, the Sale Property.

2. Intended Use. Buyer intends to use the Sale Property for _____, as described and shown in Buyer’s Development Plan (as defined in the Invitation to Bid) which was submitted concurrently with the Successful Bid).

3. Purchase Price; Deposit. The purchase price to be paid by Buyer to the Multistate Trust for the sale and purchase of the Sale Property as provided for herein shall be _____ Dollars (\$) (the “Purchase Price”). The Purchase Price shall be paid by Buyer as follows, subject to adjustment as hereinafter provided:

A. In accordance with the Invitation to Bid, Buyer deposited a Bid Deposit in the amount of _____ Dollars (\$) with _____ (the “Escrow Agent”).

B. On the Effective Date, Buyer shall deposit with the Escrow Agent an additional deposit in the amount of _____ Dollars (\$) in good, current, immediately available U.S. funds (together with the Bid Deposit, the “Deposit”). The Deposit shall be held by the Escrow Agent pursuant to the terms of this Agreement and the Escrow Agreement dated as of _____, 202_ executed by the Multistate Trust, Buyer and Escrow Agent, and Escrow Agent shall make delivery of the Deposit to the party entitled thereto under the terms hereof and thereof.

C. On the Closing Date, Buyer shall pay the Purchase Price to the Multistate Trust by the wire transfer of good, current, immediately available U.S. funds, subject to adjustments as provided in Section 6 and credit for application of the amount of the Deposit.

4. Closing. Buyer's acceptance and recording of the Deed (as defined hereafter) and the Multistate Trust's actual receipt of the Purchase Price (collectively, the "Closing") shall take place on a date mutually agreed upon by the Multistate Trust and Buyer which is no later than thirty (30) days after the fulfillment of all conditions to Closing as set forth herein (the "Closing Date"); provided, however, that the Closing shall not occur later than 14 months after the Effective Date, unless otherwise agreed to by the Multistate Trust and the Buyer in writing. The Closing shall take place through escrow at the offices of a title insurance company identified by Buyer and agreed to by the Multistate Trust licensed to do business in the State of North Carolina (the "Title Company").

5. Closing Documents. On the Closing Date, Buyer and the Multistate Trust shall each execute and deliver, or cause to be delivered, to the Title Agent: (i) a Quitclaim Deed in the form attached hereto as Attachment 2 and incorporated herein in full by this reference (the "Deed"); and (ii) a settlement statement. Any such additional documents as may be reasonably required by the Title Company to be executed by the Multistate Trust in order to issue the Title Policy and effect the recording of the Deed shall be limited "to the Multistate Trust's actual knowledge (without inquiry or investigation)" and shall not require the Multistate Trust to indemnify the Title Company or any other person or entity for any matter, or otherwise impose any liability upon the Multistate Trust.

6. Closing Adjustments; Transaction Costs. Buyer will be responsible for paying all escrow fees due to the Escrow Agent; all recording fees and costs; all costs associated with the PUD (as defined hereafter); all costs associated with the Rezoning Approval (as defined hereafter); all survey costs, title commitment and title insurance premiums and other fees (if any) due to the Title Company; all mortgage and/or intangible taxes; all transfer taxes and/or revenue stamps incidental to the recordation of the Deed, as well as any mortgage or related instrument recorded in connection with the sale of the Sale Property; and any and all other costs and expenses of Buyer arising out of or relating to Buyer's inspection and purchase of the Sale Property. Any and all state, county and municipal sales taxes due and payable as a result of the sale of the Sale Property shall promptly be paid by Buyer. To the extent the law requires the Multistate Trust to collect and remit such taxes, then Buyer shall pay such taxes to the Multistate Trust on the Closing Date. All of the above costs and expenses shall be paid by Buyer without deduction or set-off of any kind from the Purchase Price. Buyer shall file all ancillary documents required to be filed in connection with the sale of the Sale Property in order to fully and completely comply with all applicable laws, customs, practices and standards in the jurisdiction where the Sale Property is located. The Multistate Trust shall pay its allocable share of real estate taxes for the then-current tax fiscal year based upon the latest available tax bills or assessment information through the Closing Date, Buyer agreeing to assume all liability for payment of such taxes from and after the Closing Date.

7. "As Is" Sale. Buyer agrees that Buyer is being afforded the opportunity to fully

and completely examine, inspect, test and investigate the Sale Property. Notwithstanding anything to the contrary in this Agreement, it is expressly understood, acknowledged and agreed that Buyer is acquiring and will accept the Sale Property “as is,” “where is,” and “with all faults.” The Multistate Trust makes no representations, warranties, covenants, or guaranties of any kind, express or implied, with respect to the Sale Property, including, without limitation, warranties of merchantability, habitability or fitness for a particular purpose, all of which are hereby expressly disclaimed by the Multistate Trust. This Agreement and the sale and transfer of the Sale Property are subject and subordinate in all respects to the terms and conditions set forth in the Deed. In the event of any inconsistency between this Agreement and the Deed, the terms and provisions of the Deed shall control.

8. Environmental. Without limiting the generality of the foregoing in any way, the Multistate Trust has not made and does not make any representations, warranties, covenants, guaranties or promises of any kind, express or implied, with respect to the environmental condition of the Sale Property or the Sale Property’s compliance with Environmental Laws (as defined in the Deed). From and after the Closing, Buyer will assume, and shall be solely responsible for, (i) all environmental matters, liabilities and obligations affecting or arising directly or indirectly out of or in connection with the Sale Property, (ii) the Sale Property’s compliance with all Environmental Laws and the presence of any Hazardous Substances (as defined in the Deed) and vapors, if any, on, in, under, or migrating from or otherwise attributable to all or any portion of the Sale Property, (iii) all costs associated with institutional controls and land use restrictions, if any, pertaining to the Sale Property, and (iv) all costs associated with operation and maintenance measures, if any, pertaining to the Sale Property to maintain a remedy or environmental action to ensure that the remedy or action remains protective of human health and the environment.

9. Access to Property; Buyer’s Due Diligence.

A. For a period of ninety (90) days from the Effective Date (the “Due Diligence Period”), Buyer shall have a non-exclusive, revocable license to access the Sale Property for the purpose of performing real estate and other due diligence inspections at Buyer’s sole cost and expense. Such inspections may include, without limitation, inspections of the Sale Property relating to environmental conditions, engineering, title, survey, zoning, and permitting matters, provided that Buyer shall not be allowed to access the Sale Property without the Multistate Trust’s prior written consent in each instance. Buyer shall coordinate all requests for access to the Sale Property through the Multistate Trust. Prior to any third party accessing the Sale Property in connection with Buyer’s due diligence investigations, Buyer must provide the Multistate Trust with a Release, Waiver and Indemnity in the form attached hereto as Attachment 3 (“RWI”) executed by such third party.

B. In the event that Buyer would like to perform physically intrusive inspections of the Sale Property, including, without limitation, soil sampling, borings and/or installation of wells: (i) within thirty (30) days of the Effective Date, Buyer shall complete and submit its contractor’s environmental testing proposal for the Multistate Trust’s and the Beneficiaries’ review and comment, and approval by the Multistate Trust; (ii) prior to Buyer’s contractor accessing the Sale Property for any such inspections, Buyer shall provide the

Multistate Trust with (A) a RWI executed by its contractor and (B) a certificate of insurance from its contractor evidencing workers' compensation insurance at the required North Carolina statutory limit, commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, contractor's pollution liability insurance of at least \$5,000,000, and professional liability insurance of at least \$1,000,000, naming the Multistate Trust and the Beneficiaries as additional insureds; and (iii) within three (3) days after Buyer comes into possession of any information, data, documents, and/or reports pertaining to the environmental condition of the Sale Property arising from the foregoing inspections (collectively, the "Studies"), provide the Multistate Trust with true, correct, and complete copies of the Studies. Buyer shall promptly restore the Sale Property to its condition existing immediately prior to the performance of any assessments and investigations, including, without limitation, the Studies, performed by or on behalf of Buyer.

C. In the event that Buyer determines that the Sale Property is not in satisfactory condition for Buyer's intended use, then Buyer shall provide the Multistate Trust with an executed Termination of Purchase and Sale Agreement in the form attached hereto as Attachment 4 prior to the expiration of the Due Diligence Period, whereupon this Agreement will terminate, except as to matters that survive the termination or expiration of this Agreement, and the Deposit shall be refunded to Buyer.

10. Conditions to Closing.

A. Planned Unit Development ("PUD") or Other Rezoning. No later than one (1) year from the Effective Date, Buyer, with such cooperation and support from the Multistate Trust as may be reasonably necessary to obtain the following approvals, shall have secured approvals from the Navassa Planning Board and Navassa Town Council to implement a PUD or other rezoning at the Sale Property consistent with the Buyer's Development Plan (as defined in and submitted pursuant to the Invitation to Bid), in compliance with the Town of Navassa Zoning Ordinance. The PUD approvals or other rezoning shall include all municipal and governmental consents and approvals to rezone the Sale Property consistent with the Development Plan and create a tract or tracts of record that can be legally conveyed by the Multistate Trust to Buyer at Closing; provided, however, that (i) Buyer shall not accept any conditions to PUD, rezoning, and/or subdivision approval without the Multistate Trust's prior consent, and (ii) the rezoning and subdivision of the Sale Property, at the Multistate Trust's option, shall not be effective and/or recorded until Closing. As part of the PUD or other rezoning, Buyer must create a road or roads for public access to the Brunswick River, consistent with the Canal Drive Agreement.¹ No later than three (3) years from Closing, Buyer shall have substantially completed implementation of the PUD or other development at the Property, consistent with Buyer's Development Plan. If there are any material deviations between the Development Plan and Buyer's development as implemented, Buyer shall seek written approval of such deviations from the Multistate Trust, and in all cases shall ensure the development is consistent with the PUD approved by the Town.

¹ The Canal Drive Agreement is available on the Multistate Trust's Navassa website: <https://static1.squarespace.com/static/5dc09841e10d1344d2923b72/t/642c96882d769528a079bd33/1680643721937/Attachment+4+-+Canal+Drive+Agreement.pdf>.

B. OU2 Remedy. No later than the Closing Date, the Multistate Trust shall have implemented the OU2 Remedy, consistent with the terms of the OU2 ROD, and submitted to EPA the OU2 Remedial Action Completion Report.

C. Failure of Satisfaction of Conditions. In the event that any one or more of the conditions set forth in this Section 10 has not been satisfied on or prior to the date for satisfaction thereof (or a later date, if agreed to in writing by the Buyer and Multistate Trust) for any reason other than owing to a failure of performance by Buyer, Buyer may, at its option, elect to terminate this Agreement by providing the Multistate Trust with written notice and an executed Termination and Release, whereupon this Agreement will terminate, except as to matters that survive the termination or expiration of this Agreement, and the Deposit shall be refunded to Buyer. In the event that any one or more of the conditions set forth in this Section 10 has not been satisfied on or prior to the date for satisfaction thereof (or a later date, if agreed to in writing by the Buyer and Multistate Trust) for any reason other than owing to a failure of performance by the Multistate Trust, the Multistate Trust may, at its option, elect to terminate this Agreement and retain the Deposit, whereupon this Agreement will terminate, except as to matters that survive the termination or expiration of this Agreement.

11. Beneficiaries' Approval. This Agreement is subject to the approval of the Beneficiaries prior to execution. Any changes to this Agreement will require approval of the Beneficiaries. In the event the Multistate Trust is unable to procure such approvals, this Agreement shall be null and void without recourse to the parties.

12. Default.

A. In the event that the Multistate Trust fails to perform any of its obligations hereunder and such failure continues for thirty (30) days after receipt of written notice from Buyer specifying such failure (unless such failure cannot reasonably be cured within such thirty (30)-day period but the Multistate Trust commences to cure such failure within such 30-day period and thereafter diligently pursues the curing thereof to completion, in which case the Multistate Trust shall not be in default hereunder), Buyer shall have the right, in its sole discretion, to either (i) terminate this Agreement and be refunded the Deposit, or (ii) seek equitable relief to enforce specific performance of the Multistate Trust's obligations (which are in the control of the Multistate Trust, consistent with the Tronox Bankruptcy Agreements) hereunder. Buyer acknowledges and agrees that either one of the foregoing remedies shall be Buyer's sole and exclusive remedy for the Multistate Trust's default hereunder and that Buyer shall not be entitled to, nor shall Buyer seek, monetary damages or any other legal or equitable remedy other than as listed in this Section 12.A.

B. In the event that Buyer fails to perform any of its obligations hereunder and such failure continues for thirty (30) days after receipt of written notice from Buyer specifying such failure (unless such failure cannot reasonably be cured within such thirty (30)-day period but Buyer commences to cure such failure within such 30-day period thereafter diligently pursues the curing thereof to completion, and provides written notice of such efforts to cure, in which case Buyer shall not be in default hereunder), the Multistate Trust shall have the right to terminate this Agreement and, in addition to any and all other rights and remedies that

survive the termination or expiration of this Agreement, retain the Deposit.

13. Ownership of Materials. The Studies and all other Property-related documents, materials and data developed and/or paid for by Buyer pursuant to this Agreement shall be jointly owned by the Multistate Trust and Buyer, and the Multistate Trust shall have the right, at the Multistate Trust's option, to utilize the same without reimbursement or compensation to Buyer, even if the transaction contemplated hereby fails to close for any reason.

14. Confidentiality. The Multistate Trust is not a governmental entity but does have governmental entities as Beneficiaries. Buyer is advised that the Multistate Trust will share information with the Beneficiaries in connection with this Agreement and the transaction contemplated hereby and such information may be subject to disclosure under one or more federal and state statutes, including the federal Freedom of Information Act ("FOIA") and the North Carolina Public Records Law. If Buyer designates any information as "confidential" on the face of a document or portion of a document containing that information, the Multistate Trust will inform the Beneficiaries of such designation at the time the Multistate Trust provides them such information, for consideration by those Beneficiaries under applicable law in the event that they receive a request for disclosure of such information. However, the Multistate Trust cannot guarantee that the Beneficiaries will conclude that Buyer's designation of information as "confidential" meets the requirements for exemption from disclosure by the Beneficiaries under applicable law. As a result, certain information may not be maintained as confidential. As a result, certain information may not be maintained as confidential, including Buyer's Development Plan (as defined in the notice of intention to bid). In particular, Buyer's Development Plan has been or may be in the future disclosed by the Multistate Trust to the Town of Navassa or the general public.

15. Casualty; Condemnation.

A. In the event of the damage or destruction of all or any part of the Property prior to Closing, the aggregate cost to repair, replace and/or restore of which shall be twenty percent (20%) or more of the Purchase Price (as reasonably estimated by the Multistate Trust), Buyer may, at its option, exercisable by written notice to the Multistate Trust on or prior to the earlier of ten (10) days after the event or the Closing Date, either: (i) provide the Multistate Trust with an executed Termination and Release, whereupon this Agreement will terminate, except as to matters that survive the termination or expiration of this Agreement, and Deposit shall be refunded to Buyer; or (ii) continue under this Agreement, whereupon the Multistate Trust will assign to Buyer the Multistate Trust's interest in and to the proceeds from any insurance policies payable as a result of such damage or destruction less such portion thereof as shall first be reimbursed to the Multistate Trust for the costs of any restoration work incurred by the Multistate Trust prior to Closing. Buyer's failure to provide timely written notice of its election shall automatically be deemed to constitute an election by Buyer of option (ii) above. The Multistate Trust shall not, in any event, be obligated to effect any repair, replacement and/or restoration, but may do so at its option.

B. In the event of the taking of all or any material part of the Property (*e.g.*, not including the taking of strips of widths less than ten (10) feet of the Property running along

according to the laws of the State of North Carolina.

F. Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

G. Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of North Carolina, then the time for the occurrence of such event or act shall be extended to the next succeeding day which is not a Saturday or Sunday or legal holiday in the State of North Carolina.

H. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of the other provisions hereof.

I. Cumulative Remedies. All rights and remedies of the Multistate Trust under this Agreement shall be cumulative and may be exercised separately or concurrently. No act or course of conduct on the part of any party shall in any way preclude the Multistate Trust from exercising any such right or remedy, or constitute a suspension, waiver, or any variation of such right or remedy.

J. Entire Agreement. This Agreement, together with Buyer's Development Plan and all Exhibits attached hereto and incorporated herein by reference, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties with respect to the subject matter hereof. This Agreement may not be altered, amended or modified except in writing signed by the Multistate Trust and Buyer.

K. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original. Electronic or digital signatures shall have the same force and effect as original handwritten signatures.

L. Commissions. Buyer has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Sale Property that might give rise to any claim for commission against the Multistate Trust or lien or claim against the Sale Property. Buyer shall indemnify the Multistate Trust from and against any and all liability for the breach of this representation and warranty.

M. Survival. The provisions contained in the following Sections shall survive the Closing and/or earlier termination or expiration of this Agreement: 7, 8, 12, 13, 14, and 16.

[signatures on following page]

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

BUYER:

By: _____

Name: _____

Title: _____

MULTISTATE TRUST:

Greenfield Environmental Multistate Trust LLC, not individually
but solely in its representative capacity as Trustee of the
Multistate Environmental Response Trust

By: Greenfield Environmental Trust Group, Inc., Member

By: _____

Name: Cynthia Brooks

Title: President

ATTACHMENT 1 to EXHIBIT F (PURCHASE AND SALE AGREEMENT)
SALE PROPERTY

[Legal description(s) of parcel(s) comprising the Sale Property to be created following issuance of PUD approvals and subdivision]

ATTACHMENT 2 to EXHIBIT F (PURCHASE AND SALE AGREEMENT)
QUITCLAIM DEED

Prepared by:

Geoffrey A. Losee
Rountree Losee, LLP
2419 Market Street
Wilmington, NC 28403

QUITCLAIM DEED

THIS DEED (this “Deed”) is made and entered into as of this ___ day of _____, 202_ (the “Effective Date”), by and between Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust (“Grantor”), with a principal address of 11 Flag St., Unit No. 1, Cambridge, MA 02138 and _____, a[n] [insert [State name] [corporation] [limited liability company] [other]] (including, without limitation, ___ successors and assigns, “Grantee”), with a principal address of _____.

Grantor, for and in consideration of the sum of _____ AND NO/100 DOLLARS (\$_____) paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents, REMISE, RELEASE AND FOREVER QUITCLAIM unto Grantee, Grantor’s right, title and interest, if any, in and to the following described real estate, together with the improvements thereon, if any, situated in the County of Brunswick and State of North Carolina, to wit:

See Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

SUBJECT, HOWEVER, in all instances to the terms and conditions of this Deed and to any and all covenants, conditions, restrictions, easements, encumbrances and other matters of record or fact, any state of facts or exception which an accurate survey or inspection of the Sale Property would show, any present and future laws (including, without limitation, zoning regulations), special assessments now or hereafter becoming a lien, and general real estate taxes for the year first written above and all prior and subsequent years.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same, belonging unto the Grantee, and to its successors and assigns forever.

The foregoing conveyance is made further subject to the following terms and conditions, each of which have been and are hereby agreed to by Grantee:

1. “As Is” Sale. Grantee expressly acknowledges and agrees that no representations, warranties, covenants, guaranties or promises of any kind, express or implied, have been made by Grantor or Grantor's agents or representatives to Grantee or to the agents or representatives of

Grantee with respect to the Sale Property, and that any statements whatsoever made by Grantor or Grantor's agents or representatives to Grantee or to Grantee's agents or representatives are not material and have not been relied upon by Grantee in any way whatsoever. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE SALE PROPERTY “AS IS,” “WHERE IS” AND “WITH ALL FAULTS.”** Grantee acknowledges that Grantor has expressly disclaimed any and all representations or warranties as to: (i) the Sale Property’s compliance with any and all federal, state or local laws, rules, regulations, ordinances or other requirements, including, without limitation, any such laws or other requirements with respect to the maintenance and/or removal of improvements, if any, on the Sale Property; (ii) legal access from the Sale Property to any public road; (iii) the existence, attainability, or the cost of, potable water, wells, an irrigation system, sanitary sewerage disposal or a septic tank system, electricity, gas, telephone or other utilities at or on the Sale Property; (iv) restrictions on usage of the Sale Property imposed by any governmental authority or the suitability of the Sale Property as a developable or useable site for any purpose; (v) the acreage or square footage of the Sale Property; (vi) the fitness or value of the Sale Property; and (vii) the status of title to the Sale Property. Grantee’s acceptance of this Deed (as conclusively evidenced by the recording hereof) shall constitute an agreement by Grantee that, for all purposes relating to Grantee, Grantor has fully and completely satisfied all of its obligations through the Closing Date under that certain Purchase and Sale Agreement between Grantor and Grantee with respect to the Property.

2. Environmental Condition of the Property.

(a) No Representations or Warranties. Without limiting the generality of the foregoing in any way, Grantor has not made and does not make any representations, warranties, covenants, guaranties or promises of any kind, express or implied, with respect to the environmental condition of the Property or the Property’s compliance with Environmental Laws (as defined hereafter). Grantee hereby assumes, and shall be solely responsible for: (i) all environmental matters affecting or arising in connection with the Property; (ii) the Property’s compliance with all Environmental Laws and the presence of Hazardous Substances (as defined hereafter), if any, on, in, under, or migrating from or otherwise attributable to the Property; (iii) all costs associated with institutional controls and land use restrictions, if any, pertaining to the Property; and (iv) all costs associated with operation and maintenance measures, if any, pertaining to the Property to maintain a remedy or environmental action to ensure that the remedy or action remains protective of human health and the environment. “Environmental Laws” means any past, present, or future federal, state, or local laws, statutes, ordinances, regulations, judgments, and orders and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, noise control, wetlands, watercourses, wildlife, Hazardous Substances, or any other activities or conditions which impact or relate to the environment or nature. “Hazardous Substances” means any hazardous waste, hazardous substance or material, as defined under any Environmental Law or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste. Buyer shall conduct any and all operations at the Property in compliance with all applicable federal, state, and local laws, statutes, ordinances, regulations, judgments, orders, and permitting and licensing requirements, including, without limitation,

Environmental Laws.

(b) Release. Grantee, for Grantee (including Grantee's officers, employees, contractors, agents, directors, shareholder, membership interest owners, and those with any form of ownership of Grantee, and if Grantee is an individual, the Grantee's spouse, immediate family and members of Grantee's household) and Grantee's successors and assigns, including, without limitation, each present and future fee owner, ground lessee, and tenant of all or any portion of the Property (collectively, "Grantee Parties") hereby releases, remises and forever discharges Grantor, Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of Grantor), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State of North Carolina (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the "Releasees") from and against, and irrevocably and unconditionally waive, all Claims (as defined hereafter) and liability against the Releasees for, or attributable to or in connection with in any way, any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the environmental condition of the Property, whether arising or accruing before, on or after the Effective Date, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under or about the Property. "Claim," as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

(c) Covenant Not to Sue. Grantee, for itself and for each of the other Grantee Parties, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any of the Releasees in any action, suit or proceeding which has been or could be brought by or against any of the Grantee Parties to the extent the same relates to, or arises from, or is in connection with, the Property in any way.

(d) Indemnity. Grantee, but only with respect to the period Grantee shall have a fee or leasehold interest in the Property, agrees at its sole cost and expense to defend, hold harmless and indemnify Grantor and each of the other Releasees from and against any and all Claims, and any and all costs that may at any time be imposed upon, incurred by or asserted or awarded against Grantor and/or any of the other Releasees, that (i) relate to, or arise from, or is in connection with the Property in any way, and (ii) are caused by events or conditions in, at, under or about the Property, including, without limitation, Hazardous Substances and/or any violation of Environmental Laws. Grantee shall, upon assuming the defense of any Claim,

control the conduct of the defense, settlement and choice of counsel and experts, provided that Grantee reasonably demonstrates to Grantor its ability to pay the costs of such defense and an adverse judgment on such Claim.

3. Reservation and Grant of Easements and Rights. Grantor does hereby reserve unto itself, its successors and assigns, the United States, including but not limited to the U.S. Environmental Protection Agency (“EPA”), and the State of North Carolina, including but not limited to the North Carolina Department of Environmental Quality (“NCDEQ”) (collectively, together with their respective departments, agencies, officers, employees, and agents, thereof, including successors and assigns of each, the “Benefitted Parties”), for the benefit of the Benefitted Parties, and Grantee hereby grants to the Benefitted Parties, a non-exclusive right and easement (the “Easement”) that shall run with the land on, over, under, and across the Property for the purposes of performing Environmental Actions (as defined in the Consent Decree and Environmental Settlement Agreement entered in the U.S. Bankruptcy Court for the Southern District of New York in the matter of *In re: Tronox Incorporated, et al.*, Case No. 09-10156 (ALG) (the “Settlement Agreement”), if any, with respect to all or some the Property as may from time to time now or hereafter be approved or required by the EPA for the sole and exclusive benefit of the United States and the State of North Carolina, and not the Grantee. Grantor does hereby agree that in exercising its rights under the Easement, Grantor shall endeavor to use reasonable efforts to minimize interference with Grantee’s then-existing operations at the Property. Grantee does hereby covenant and agree not to interfere with Grantor’s exercise of its rights and abilities under or in connection with the Easement.

4. Grantee Representations. Grantee hereby represents and warrants that:

(a) Grantee is a [corporation] [limited liability company] [other] duly organized, validly existing and in good standing under the laws of the State of _____;

(b) Grantee has all necessary power and authority to own and use its properties and to transact the business in which it is engaged, and has full power and authority to enter into this Deed and to perform its obligations hereunder;

(c) Grantee has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission against Grantor or lien or claim against the Property;

(d) Grantee: (i) is not the subject of a voluntary or involuntary petition for relief under the U.S. Bankruptcy Code or the laws of any other jurisdiction and is not the subject of any proceeding in any court wherein the relief requested or sought against Grantee includes a receivership, assignment for the benefit of creditors, or other insolvency proceeding; (ii) has no present intention, as of the date hereof, of filing any bankruptcy or insolvency proceeding for protection from its creditors; (iii) is able to pay its debts in the ordinary course as they become due; and (iv) is solvent, and shall be solvent immediately after the effectuation of the transactions contemplated by this Deed; and

(e) Grantee is not now, nor ever has been, owned by or affiliated with Kerr-

McGee, Tronox, Inc. or any of their related or affiliated entities.

5. Covenants of Grantee. In addition to the foregoing covenants made herein by Grantee, for itself and for each of the other Grantee Parties, Grantee hereby covenants and agrees as follows:

(a) Commencing as of the Effective Date and continuing until such time as Grantee's Planned Unit Development ("**PUD**") or other development at the Property is substantially complete, Grantee shall provide quarterly written updates indicating Grantee's development progress to Grantor, the Mayor of Navassa, and the Navassa Town Council; and

(b) No later than three (3) years from the Effective Date, Grantee shall have substantially completed implementation of the PUD or other development at the Property, consistent with Grantee's Development Plan attached to the Purchase and Sale Agreement between Grantor and Grantee relative to the Property ("**Development Plan**"); and

(c) Grantee shall seek written approval from the Grantor for any material deviations between the Grantee's Development Plan and the development as implemented, and in all cases, shall ensure the development is consistent with the PUD approved by the Town.

6. Miscellaneous. This Deed, and the covenants, representations, warranties, and indemnities contained and created herein, shall run with the land and shall be binding on and shall inure to the benefit of the parties named herein and to their respective successors and assigns. Nothing in this Deed shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections and other rights extended to Grantor, and its related parties, under the Settlement Agreement and related Multistate Environmental Response Trust Agreement. The obligations, representations, warranties, covenants, agreements, acknowledgements and indemnities of Grantee set forth in this Deed shall survive the recording of the Deed and the transfer of the Property from Grantor to Grantee. If any term, covenant, condition or provision of this Deed is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Deed may not be altered, amended or modified except in writing signed by the parties hereto, or their respective successors and assigns, and duly recorded.

[signatures on following page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the Effective Date.

GRANTOR:

Greenfield Environmental Multistate Trust LLC, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust
By: Greenfield Environmental Trust Group, Inc., Member

By: _____
Name: Cynthia Brooks
Title: President

GRANTEE:

By: _____
Name: _____
Title: _____

Upon Recording Return to:
Cynthia Brooks, President
Greenfield Environmental Trust Group, Inc.
11 Flagg St., Unit No. 1
Cambridge, MA 02138

EXHIBIT A

Legal Description

[Legal description(s) of parcel(s) comprising the Property to be created following issuance of PUD approvals and subdivision]

ATTACHMENT 3 to EXHIBIT F (PURCHASE AND SALE AGREEMENT)
RELEASE, WAIVER AND INDEMNITY

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby RELEASES, WAIVES, DISCHARGES, FOREVER PROMISES AND COVENANTS NOT TO SUE, the Multistate Environmental Response Trust (the "Multistate Trust"), Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as Trustee of the Multistate Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State in which the Property (as defined hereafter) is located (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (hereinafter, collectively referred to as "RELEASEES") from and against any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned, or any of the Property belonging to the undersigned, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while the undersigned is on or in any property (including, without limitation, vehicles, buildings and other improvements) owned or used by or for the benefit of the Multistate Trust (collectively, the "Property"), or while the undersigned is engaging in any activity or participating in any event on any portion of the Property.

The undersigned is fully aware that the Property may contain buildings, structures, vehicles and equipment, visible and latent defects, and hazardous waste and materials that may each present a serious risk of harm to the undersigned and others. The undersigned understands the unusual risks involved and hazards connected with the Property and activities related thereto or performed by the undersigned or others in connection therewith. The undersigned hereby elects to voluntarily perform said activities with full knowledge that said activities may be hazardous to the undersigned and the undersigned's property. THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the undersigned, or any loss or damage of property owned by the undersigned, as a result of performing such activities and/or of being on or in the Property, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

The undersigned further hereby AGREES TO, DEFEND, INDEMNIFY AND HOLD HARMLESS the RELEASEES from and against any and all losses, liabilities, damages and costs, including court costs and reasonable attorneys' fees, that they may individually or collectively incur due to the undersigned's activities (including those activities by the undersigned's officers, employees, contractors, agents, directors, shareholders, membership interest owners, and those with any form of ownership of undersigned) with respect to the Property, any person authorized to use all or some of the Property, the Multistate Trust and/or any event on the Property, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES, the undersigned's negligence, or otherwise. The undersigned understands and agrees that the undersigned will look solely to the insurance policy, if any, maintained by the undersigned (but not to RELEASEES or any policy maintained by them).

If this instrument is signed by an individual, it is my express intent that this Release, Waiver and Indemnity shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and

personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE of all and each of the above-named RELEASEES. The undersigned further agrees that this Release, Waiver and Indemnity shall be construed in accordance with the laws of the State in which the Property is located and that the invalidity or unenforceability of any provision(s) of this Release, Waiver and Indemnity shall not affect the validity or enforceability of the other provisions hereof.

IN SIGNING THIS INSTRUMENT, THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT the undersigned has read the foregoing Release, Waiver and Indemnity, understands it and sign it voluntarily as the undersigned's own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; if an individual, I am at least eighteen (18) years of age and fully competent; and the undersigned executes this Release, Waiver and Indemnity for full, adequate and complete consideration fully intending to be bound by same.

202_
By: _____
Name: _____

Date: _____,

ATTACHMENT 4 to EXHIBIT F (PURCHASE AND SALE AGREEMENT)
TERMINATION OF PURCHASE AND SALE AGREEMENT AND RELEASE

This Termination of Purchase and Sale Agreement and Release (this “Termination and Release”) dated as of _____, 202_ is entered into between Greenfield Environmental Multistate Trust LLC, a Delaware limited liability company, not individually but solely in its capacity as Trustee of the Multistate Environmental Response Trust (the “Multistate Trust”), and _____, a[n] [insert [State name] [corporation] [limited liability company] [other]] (the “Buyer”).

Reference is hereby made to an Agreement to Purchase Real Estate between the Multistate Trust and Buyer dated as of _____, 202_ (the “Agreement”) regarding the following real property: _____ (the “Property”). Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Multistate Trust and Buyer hereby agree as follows:

1. The Agreement shall be and is hereby terminated effective as of the date first set forth above and, excepting only those provisions that are to survive termination pursuant to Section 14 of the Agreement, shall be of no further force or effect.

2. The undersigned _____ (“Escrow Agent”) is hereby instructed to refund to Buyer the Deposit in the amount of _____ Dollars (\$_____).

3. Buyer, on behalf of itself and its successors and assigns, hereby releases, remises and forever discharges the Multistate Trust, Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of the Multistate Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State of North Carolina (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the “Releasees”), from and against, and irrevocably and unconditionally waives, any and all claims, causes of action, damages, losses, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection, against the Releasees attributable to or arising in connection with the Sale Property and/or the Agreement. Buyer, on behalf of itself and its successors and assigns, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Releasee in any action, suit or proceeding which has been or could be brought by or against any Releasee to the extent the same relates to or arises in any way out of the Sale Property and/or the Agreement.

IN WITNESS WHEREOF, Buyer and the Multistate Trust have executed this Termination and Release as of the date first set forth above.

BUYER:

By: _____

Name: _____

Title: _____

MULTISTATE TRUST:

Greenfield Environmental Multistate Trust LLC, not individually
but solely in its representative capacity as Trustee of the
Multistate Environmental Response Trust

By: Greenfield Environmental Trust Group, Inc., Member

By: _____

Name: Cynthia Brooks

Title: President

Acknowledged and agreed to:

ESCROW AGENT:

By: _____

Name: _____

Title: _____

Date: _____, 202_