

LIST OF ATTACHMENTS

1 – LEGAL DESCRIPTION

2 – FORM OF NOTICE

3 – FORM OF PURCHASE AGREEMENT

4 – RELEASED INTERESTS

5 – PRESERVED INTERESTS

ATTACHMENT 1

Commencing at a point which is North $0^{\circ}03'08''$ West along the Section line 620.54 feet and West 54.46 feet from the East quarter corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South $88^{\circ}15'38''$ West 133.31 feet to a fence corner; thence North $89^{\circ}23'38''$ West along a fence 99.15 feet to a fence corner; thence North $4^{\circ}18'29''$ East along a fence 43.84 feet to a fence corner; thence North $63^{\circ}02'16''$ West along a fence 18.38 feet to a fence corner; thence North $3^{\circ}37'44''$ East along a fence 362.19 feet to a fence corner; thence North $85^{\circ}54'53''$ East along a fence 18.18 feet to a fence corner; thence North $2^{\circ}55'15''$ West along a fence 39.03 feet to a fence corner; thence North $89^{\circ}51'49''$ East along a fence 65.96 feet to a fence corner; thence North $89^{\circ}31'52''$ East along a fence 106.34 feet to a fence corner; thence North $88^{\circ}41'52''$ East 30.76 feet to the West right-of-way line of Geneva Road, Highway U-114; thence South $0^{\circ}25'36''$ East along the West line of Geneva Road 452.53 feet to the North end of a curb and the point of beginning.

Less and excepting therefrom that portion of said land conveyed to the Utah Department of Transportation, Grantee, as shown in that certain Special Warranty Deed recorded October 17, 2012, as Entry No. 90295:20012, of Official Records, more particularly described as follows to-wit: A parcel of land in fee, for the widening of the existing highway State Route 114 known as Project No. F-0114(21)0, being part of an entire tract of property, situate in the Southeast quarter of the Northeast quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows: Beginning at the Southeast corner of said entire tract, said point being 617.08 feet North $00^{\circ}02'55''$ West (record 620.54 feet North $0^{\circ}03'08''$ West) along the Section line and 54.41 feet (record 54.46 feet) West from the East quarter corner of Section 17; and running thence South $89^{\circ}53'00''$ West (record South $88^{\circ}15'38''$ West) 31.86 feet along an existing fence and the Southerly boundary line of said entire tract to a point of intersection with a non-tangent 9,950.00-foot radius curve to the left, which point is 51.01 feet radially distant Westerly from the right of way control line of State Route 114 of said project, opposite approximate Engineers Station 612+52.87; thence northerly along the Westerly right of way line of said project the following two (2) courses and distances: (1) 160.93 feet along said curve, (chord bears North $01^{\circ}48'40''$ East 160.93 feet) to a point 50.00 feet radially distant Westerly from the right of way control line of State Route 114, opposite approximate Engineers Station 614+14.24; (2) thence North $01^{\circ}20'52''$ East 295.52 feet parallel with said control line to a point in the Northerly boundary line to the Northeast corner of said entire tract; thence South $00^{\circ}25'36''$ East 456.61 feet (record 452.53 feet) along the Easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ATTACHMENT 2

SALE ORDER ATTACHMENT 2

NOTICE OF PROPERTY FOR SALE, BIDDING PROCEDURES, AND AUCTION FORMER PARISH CHEMICAL PROPERTY – VINEYARD UTAH COUNTY TAX PARCEL NO. 18-017-0002

The following described real property will be sold at public auction to the highest bidder. The street address of the property is 145 North Geneva Road, Orem, UT 84057. The property is owned by the PCC Redevelopment Trust, a trust established by order of the U.S. District Court for the District of Utah in the matter of United States of America v. Parish Chemical Company, Civil No. 2:09cv00804-CW (the “Trust”). The beneficiary of the Trust is the U.S. Environmental Protection Agency (“USEPA”). The USEPA having completed a removal action on the property has now directed that the trustee dispose of the property to the highest bidder pursuant to order of the Court, free and clear of certain encumbrances. The successful bidder will be responsible for the payment of all accrued property taxes.

The Reserve Price for the property is \$425,000. Only Qualified Bidders may participate in the auction. A qualified bid requires an earnest money deposit of \$25,000 and the submission of a form of Purchase Agreement. If the Trustee receives more than one qualified bid, the Trustee will conduct an auction is on _____, 2016 at _____ [hour], at the offices of Durham, Jones & Pinegar, 111 East Broadway, Suite 900, Salt Lake City, UT 84111. The auction will be open call format to the highest bidder. Unsuccessful bidders will be sent a refund check within five (5) days of the auction. The intention of the Purchase Agreement is to allow sufficient time for the successful bidder to achieve *bona fide* prospective purchaser status under CERCLA, 42 U.S.C. § 9607(r) prior to taking title to the property. To that end, the EPA has created a draft form of “reasonable steps” letter. After completing a Phase I environmental site assessment, the EPA will provide the successful bidder with a final form of “reasonable steps” letter relating to the property. Any person interested in additional information about the property, including access for inspection, may contact the Trustee, Bret Randall, via mail at the address above, telephone (801-415-3000), or email (brandall@djplaw.com). **THE BID DEADLINE IS** _____, ____ 2016. Qualified bidders’ earnest money deposit must be in the form of a cashier’s check or bank official check payable to the Trustee. Upon closing, the balance of the purchase price must be in the form of a wire transfer, cashier’s check, or bank official check payable to “Durham Jones & Pinegar, P.C.” Cash payments are not accepted. A trustee’s deed will be delivered to the successful bidder upon closing.

Legal Description

The following described tract of land in Utah County, State of Utah:

Commencing at a point which is North 0°03'08" West along the Section line 620.54 feet and West 54.46 feet from the East quarter corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 88°15'38" West 133.31 feet to a fence corner; thence North 89°23'38" West along a fence 99.15 feet to a fence corner; thence North 4°18'29" East along a fence 43.84 feet to a fence corner; thence North 63°02'16" West along a fence 18.38 feet

to a fence corner; thence North 3°37'44" East along a fence 362.19 feet to a fence corner; thence North 85°54'53" East along a fence 18.18 feet to a fence corner; thence North 2°55'15" West along a fence 39.03 feet to a fence corner; thence North 89°51'49" East along a fence 65.96 feet to a fence corner; thence North 89°31'52" East along a fence 106.34 feet to a fence corner; thence North 88°41'52" East 30.76 feet to the West right-of-way line of Geneva Road, Highway U-114; thence South 0°25'36" East along the West line of Geneva Road 452.53 feet to the North end of a curb and the point of beginning.

Less and excepting therefrom that portion of said land conveyed to the Utah Department of Transportation, Grantee, as shown in that certain Special Warranty Deed recorded October 17, 2012, as Entry No. 90295:20012, of Official Records, more particularly described as follows to-wit: A parcel of land in fee, for the widening of the existing highway State Route 114 known as Project No. F-0114(21)0, being part of an entire tract of property, situate in the Southeast quarter of the Northeast quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, the boundaries of said parcel of land are described as follows: Beginning at the Southeast corner of said entire tract, said point being 617.08 feet North 00°02'55" West (record 620.54 feet North 0°03'08" West) along the Section line and 54.41 feet (record 54.46 feet) West from the East quarter corner of Section 17; and running thence South 89°53'00" West (record South 88°15'38" West) 31.86 feet along an existing fence and the Southerly boundary line of said entire tract to a point of intersection with a non-tangent 9,950.00-foot radius curve to the left, which point is 51.01 feet radially distant Westerly from the right of way control line of State Route 114 of said project, opposite approximate Engineers Station 612+52.87; thence northerly along the Westerly right of way line of said project the following two (2) courses and distances: (1) 160.93 feet along said curve, (chord bears North 01°48'40" East 160.93 feet) to a point 50.00 feet radially distant Westerly from the right of way control line of State Route 114, opposite approximate Engineers Station 614+14.24; (2) thence North 01°20'52" East 295.52 feet parallel with said control line to a point in the Northerly boundary line to the Northeast corner of said entire tract; thence South 00°25'36" East 456.61 feet (record 452.53 feet) along the Easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ATTACHMENT 3

SALE ORDER ATTACHMENT 3

REAL ESTATE PURCHASE AND SALE AGREEMENT – FORMER PARISH CHEMICAL PROPERTY

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is executed this _____ day of _____, 2016 (the “Effective Date”) by and between Bret F. Randall, as the Trustee for the PCC Redevelopment Trust, established on or about March 3, 2013 by order of the U.S. District Court for the District of Utah in the matter of United States of America v. Parish Chemical Company, et al., Case No. 2:09-CV-00804-CW (“Seller”), and _____ (“Buyer”), collectively the “Parties,” and individually, a “Party.”

RECITALS

- A. Seller is the current owner of certain real property with a street address of 145 North Geneva Road, Orem, UT 84057, Utah County, Utah, Parcel Number 18-017-0002 (the “Property”), as more particularly described in Exhibit A hereto;
- B. On or about _____, 2016, the Court in the above-referenced civil matter entered that certain ORDER APPROVING BIDDING, AUCTION, AND PROCEDURES FOR THE PARISH CHEMICAL PROPERTY (“Sale Order”), which among other provisions authorizes Seller to sell the Property free and clear of certain liens and claims subject to certain exceptions; a copy of the Sale Order is attached as Exhibit B hereto;
- C. Seller has provided notice, received bids, and has undertaken an auction to sell the Property pursuant to the procedures set forth in the Sale Order;
- D. Buyer’s bid to acquire all right, title, and interest in the Property was accepted by Seller pursuant to the procedures outlined above; and
- E. Seller is willing to convey, and Buyer is willing to purchase, the Property upon the terms and conditions hereinafter set forth.

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

1. Purchase Price and Deposit. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject only to the specific encumbrances set forth in the Sale Order, the Property, including all improvements to the Property, for the sum of _____ Dollars (\$_____) (the “Purchase Price”), subject to the following conditions:

(a) Buyer has deposited the sum of _____ Dollars (\$_____) (the “Deposit”) as an earnest money deposit. In the event this Agreement is terminated as a result of Seller’s breach, the Deposit, together with all accrued interest, shall be returned to Buyer. In the event the Closing does not occur for any other reason, the Deposit, together with all accrued interest, shall be retained by the Trustee.

(b) Buyer shall pay the Purchase Price in full by not later than _____, 2016 (the “Closing”). In the event that Buyer fails to pay the Purchase Price in full on or before the time of Closing, this Agreement shall terminate, Buyer shall immediately vacate the Property, and Buyer shall have no further rights in and to the Property.

(c) Upon receipt of the Purchase Price, paid in full, Seller shall execute and cause to be recorded, a Special Warranty Deed transferring the Property to Buyer.

(d) Buyer shall be responsible for any and all closing costs associated with the sale of the Property and with this Agreement, including but not limited to any title fees, recording fees, realtor fees, if any, and any other taxes or assessments relating to the Property.

(e) Buyer shall be responsible for the payment of all property taxes relating to the Property.

(f) Within 5 business days after the Closing, Buyer shall cause all public utilities, if any, to be changed into the Buyer’s name.

2. Buyer’s Due Diligence. Buyer is familiar with the Property and has conducted all due diligence which it has determined is necessary for its informed decision regarding the purchase of the Property. Seller has secured from the U.S. Environmental Protection Agency (“EPA”) a draft “reasonable steps” letter on behalf of Buyer, attached hereto as Exhibit C. In order for EPA to issue a final form of reasonable steps letter to Buyer, it will be necessary for Buyer to complete, at its sole cost, a Phase I environmental site assessment prior to the Closing. However, neither a Phase I environmental site assessment nor a final form of reasonable steps letter shall be a condition of Closing.

3. Conveyance. The Property shall be conveyed to Buyer by Special Warranty Deed (the “Deed”). The obligations of the Seller under this Agreement shall not arise until after the Buyer has executed and delivered this Agreement to Seller. Seller shall have no obligation to transfer the Property unless Seller has met all of his obligations under the Agreement, including the timely payment in full of the Purchase Price and all closing costs.

4. Brokers. Buyer and Seller agree and acknowledge that no brokers were involved in the transaction reflected in this Agreement. Buyer and Seller mutually agree to indemnify and hold harmless the other of, from and against any real estate commission to any broker that may be asserted to be payable as a result of any action of Buyer or Seller respectively.

5. Seller's Representations and Warranties. Seller's conveyance of the Trust Property shall be without representations or warranties of any kind, nature, or description by the Trustee or his agents, except as follows:

(a) Seller hereby represents, warrants and covenants (with the understanding that Buyer is relying on said representations, warranties and covenants) that Seller is the owner of the Property and has full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) The individuals executing this Agreement on behalf of Seller are authorized to do so and, upon their executing this Agreement, this Agreement shall be binding and enforceable upon Seller in accordance with its terms.

(c) THE TRUSTEE EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY PORTION OF THE PROPERTY OR ANY IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, KNOWN OR UNKNOWN ENVIRONMENTAL CONDITIONS RELATING TO THE PROPERTY.

The foregoing representations, warranties and covenants shall be true as of the date hereof and shall survive the delivery of the Deed.

6. Buyer's Representations, Warranties and Additional Covenants. Buyer hereby represents, warrants and covenants that:

(a) Buyer is _____.

(b) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms.

(c) Buyer has duly executed and delivered this Agreement, and this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable in accordance with its terms.

(d) Buyer accepts the Property in its current, "as is," "where is," condition, "with all faults," whether any such conditions or faults are known or unknown, disclosed or undisclosed. As partial consideration for the Property, Buyer hereby releases Seller from any and all claims relating to the condition of the Property, whether known or unknown, disclosed or undisclosed.

The foregoing representations, warranties and covenants shall be true as of the date hereof and shall survive the delivery of the Deed.

7. Time of the Essence. Time is of the essence of this Agreement, and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner.

8. Waiver. The waiver by either party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

9. Legal Fees. In the event it becomes necessary for either Seller or Buyer to employ legal counsel or to bring action at law or other proceeding to enforce any of the terms, covenants or conditions of this Agreement (including any necessary eviction proceedings), the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred, including its reasonable attorneys' fees, from the other party.

10. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, arrangements and understandings between the parties, and no other agreement, statement or promise made by either party hereto that is not contained herein shall be binding or valid.

11. Remedies. Each of the Parties hereby agrees that, in the event of a breach of this Agreement, the remedies at law available to the Seller or Buyer, as applicable, may be inadequate. In such event, the Seller or Buyer, as applicable, shall have the right, in addition to all other rights and remedies, to specific performance and/or injunctive or other equitable relief (including rights of rescission) to enforce or prevent any violations by the other Party to this Agreement.

12. Amendments. This Agreement may be amended only by written document signed by each of the parties hereto.

13. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A party's signature on this Agreement or any amendment hereto may be provided by facsimile and shall be effective upon transmission to the other party hereto.

14. Governing Law. This Agreement and the transactions contemplated hereby shall be construed in accordance with, and governed by, the laws of Utah without giving effect to the conflicts of laws rules.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

16. Survival. All representations, warranties, covenants, and agreements set forth in this Agreement shall survive the Closing indefinitely.

17. Incorporation of Recitals. The Parties represent to each other that, to the best of their knowledge, information and belief, the statements set forth in the above Recitals are true and accurate in all material respects. The Parties intend that the forgoing Recitals form a part of this Agreement and incorporate the same herein by this reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Buyer and Seller have placed their signatures.

SELLER:

PCC REDEVELOPMENT TRUST

By: Bret F. Randall, Trustee

BUYER:

ATTACHMENT 4

ATTACHMENT 4

Specific Interests Released by Order of the Court:

Agreement No. 2007-150, including the terms and conditions thereof:

Between: Utah County, a body corporate and politic of the State of Utah

And: Uintah Pharmaceutical Corporation

Dated: March 20, 2007

Recorded: March 22, 2007

Entry No.: 42058:2007

NOTICE OF FEDERAL LIEN EXECUTED BY UNITED STATES OF AMERICA:

U.S.A. vs: Uintah Pharmaceutical Corporation

Civil No.: 2:09cv00804

Recorded: March 12, 2009

Entry No.: 26288:2009

Grant of Perpetual Easement and rights, and the terms and conditions thereof:

Grantor: Parish Chemical Co., a Utah corporation

Grantee: R.W. Investments, L.C., a Utah limited liability company

Purpose: For the purposes of ingress and egress, parking and storage, as well as the construction and/or maintenance of any structures, surfaces, or fences related thereto, with other recitals.

Recorded: October 14, 2011

Entry No.: 73625:2011

Option for Perpetual Easement and/or Option to Purchase, including the terms and conditions thereof:

Grantor: Parish Chemical Company, a Utah corporation

Grantee: R.W. Investments, L.C., a Utah limited liability company

Purpose: An option to either acquire a perpetual easement over or to purchase the segment of real property

Recorded: October 14, 2011

Entry No.: 73626:2011

ATTACHMENT 5

ATTACHMENT 5

Specific Interests Preserved by Order of the Court:

Unpaid property taxes for tax years 2013 to 2016

Easements, Rights of Way, Conditions and Agreements, including the terms and conditions thereof, as shown in that certain Utah Department of Transportation Right of Entry and Occupancy Agreement:

Between: Parish Chemical Company, a Utah corporation

And: State of Utah, Department of Transportation

Dated: December 27, 2010

Recorded: February 25, 2011

Entry No.: 16347:2011

Providing: Permission to enter upon, take possession of, and commence construction of its public works facility

Easement, and the terms and conditions thereof:

Grantor: Gil Miller not individually but solely as the court-appointed Receiver of the assets of Parish Chemical Company, a Utah corporation, pursuant to the Order Appointing Receiver, Imposing Asset Freeze and Prohibiting Destruction of Documents dated June 20, 2012 in United States v. Parish Chemical Co., Case No.: 2:09cv00804-CW, in the United States District Court for the District of Utah

Grantee: Utah Department of Transportation

Purpose: For the purpose of constructing and maintaining thereon cut and or fill slopes and appurtenant parts thereof, to facilitate the construction of State Route 114 known as project F-0114(21)0.

Recorded: October 17, 2012

Entry No.: 90296:2012

Easement, and the terms and conditions thereof:

Grantor: Gil Miller not individually but solely as the court-appointed Receiver of the assets of Parish Chemical Company, a Utah corporation, pursuant to the Order Appointing Receiver, Imposing Asset Freeze and Prohibiting Destruction of Documents dated June 20, 2012 in United States v. Parish Chemical Co., Case No.: 2:09cv00804-CW, in the United States District Court for the District of Utah

Grantee: Utah Department of Transportation

Purpose: For the purpose of constructing driveways and appurtenant parts thereof, to facilitate the reconstruction and widening of the existing State Route 114 known as project F-0114(21)0.

Recorded: October 17, 2012

Entry No.: 90297:2012