

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into this 2nd day of November, 2015 by and between Axxom LLC (“Buyer”), a New Jersey Limited Liability Company and Thornton & Co., Inc. a Connecticut Corporation (“Seller”). Buyer and Seller are each referred to herein individually as a “Party,” and collectively as the “Parties.”

### RECITALS:

- A. Seller is engaged in the business of distributing resins (the “Business”).
- B. On August 10, 2015, Seller filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Connecticut, Hartford Division, which is being administered under Case No. 15-21416 (the “Chapter 11 Case”).
- C. The Parties desire that Buyer acquire and purchase from Seller, and that Seller sell, convey transfer and assign to Buyer, certain assets of Seller used in the operation of the Business, on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and of their mutual covenants and agreements set forth in this Agreement, the Parties do hereby agree as follows:

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions.

Accounting terms used and not otherwise defined herein shall have the meanings given to them under GAAP. When used in this Agreement, the following terms in all of their tenses and cases shall have the meanings assigned to them below or elsewhere in this Agreement as indicated below:

“Acquisition Proposal” means a proposal relating to disposition of the Purchased Assets pursuant to one or more transactions.

“Affiliate” of any Person means any Person directly or indirectly controlling, controlled by or under common control with any such Person and any shareholder, officer or director of such Person.

“Agreement” is defined in the Preamble.

“Allocation” is detailed on Schedule 3.2.

“Alternative Transaction” means (a) a transaction contemplated by an Acquisition Proposal from a third party, or (b) a plan of reorganization of Seller not involving the sale of the Purchased Assets to Buyer.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement executed by Buyer and Seller, substantially in the form attached hereto as Exhibit B.

“Bankruptcy Code” means Title 11 of the United States Code, as amended, 11 U.S.C. §§ 101, *et. seq.*

“Bankruptcy Court” means the United States Bankruptcy court for District of Connecticut, Hartford Division, or such other court exercising competent jurisdiction over the Chapter 11 Case involving Seller.

“Bid Procedures Order” means that certain Bankruptcy Court Order (a) Approving Comprehensive Sale Process, (b) Approving Bidding Procedures and Certain Bid Protections, (c) Scheduling a Sale Hearing, (d) Approving the Form and Manner of Notice Related Thereto, (e) Authorizing Sale Free and Clear of All Liens, Claims, Interests and Encumbrances, (f) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and Proposed Cure Amounts with Respect Thereto and (g) Granting Related Relief, to be entered by the Bankruptcy Court.

“Bill of Sale” means a Bill of Sale executed by Seller, substantially in the form attached hereto as Exhibit A with attached complete detailed list of purchased assets and inventory confirmed by physical count done no earlier than 10 days from the Closing Date.

“Break-up Fee” is defined in Section 8.3(e).

“Business” is defined in the Recitals.

“Buyer” is defined in the Preamble.

“Cash Deposit” is defined in Section 3.2(a).

“Chapter 11 Case” is defined in the Recitals.

“Closing” and “Closing Date” are defined in Section 8.1.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Contemplated Transactions” means all of the transactions contemplated by this Agreement.

“Contract” means any written commitment, understanding, instrument, lease, pledge, mortgage, indenture, license, agreement, purchase or sale order, contract, promise or similar arrangement evidencing or creating any legally binding obligation.

“Direct Costs” is defined in Section 3.1(c)(ii).

“GAAP” means generally accepted accounting principles, as in effect in the United States from time to time and consistently applied.

“Governmental Authority” means any foreign, federal, state, regional or local authority, agency, body, court or instrumentality, regulatory or otherwise, which, in whole or in part, was formed by or operates under the auspices of any foreign, federal, state, regional or local government.

“Law” means any federal, state, regional, local or foreign law, rule, statute, ordinance, rule, Order or regulation.

“Lien” means any lien, charge, covenant, condition, easement, adverse claim, demand, encumbrance, limitation, security interest, option, pledge, or any other title defect or restriction of any kind.

“Order” shall mean any order, judgment, injunction, award, decree or writ of any Governmental Authority.

“Party” and “Parties” are defined in the Preamble.

“Periodic Taxes” is defined in Section 9.3.

“Person” means any individual, corporation, partnership, limited liability company, association or any other entity or organization.

“Physical Count of the Inventory” means the difference in the test count of the inventory as detailed on Schedule 3.1 attached hereto and the schedule of inventory provided to the Buyer by the Seller on October 19, 2015 and attached to Schedule 2.1.

“Proration Periods” is defined in Section 9.3.

“Purchase Price” is defined in Section 3.1.

“Purchase Price Adjustment” means the Purchase Price, less the amount of inventory sold by the Seller prior to the date on which the Bankruptcy Court enters the Bid Procedures Order, less the adjustment for the Physical Count of the Inventory as provided herein detailed in Schedule 3.1; provided, however, the Purchase Price Adjustment will not result in an increase in the Purchase Price.

“Purchased Assets” is defined in Section 2.1.

“Sale Date” means the date that the Sale Order is entered by the Bankruptcy Court.

“Sale Order” means the order of the Bankruptcy Court, in form and substance satisfactory to Buyer and Seller, to be issued by the Bankruptcy Court pursuant to Sections 363 and 365, of the Bankruptcy Code (a) approving this Agreement and the Contemplated Transactions, (b) approving the sale of the Purchased Assets to Buyer free and clear of all liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code, (c) approving the assumption and assignment to Buyer of the executory contracts and nonresidential real property leases identified on Schedule 2.3, (d) finding that Buyer is a good faith purchaser entitled to the

protections of Section 363(m) of the Bankruptcy Code, and (e) waiving the Bankruptcy Rule 6004(h) stay of the effectiveness of the Order.

“Seller” is defined in the Preamble.

“Tax” means any United States federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, tax, charge or assessment by or liability of any kind whatsoever, including to any other Governmental Authority, including, but not limited to any deficiency, interest or penalty..

“Tax Returns” means any return, report or declaration filed with or submitted to any Governmental Authority in connection with the assessment, collection or payment of any Tax.

“Third-Party Logistics” means those warehouses, warehousemen, bailees or shippers holding or possession of any of Seller’s assets.

“Thornton Management” means J. Paul Thornton, Jr., J. Paul Thornton , III and Nathan DeAngelis.

“Upside” is defined in Section 3.1(c).

1.2 Interpretation. When a reference is made in this Agreement to a Section, Schedule or Exhibit, such reference shall be to a Section, Schedule or Exhibit of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “included,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the phrase “without limitation.” When used in this Agreement, the word “primarily” shall be deemed to be followed by the phrase “or exclusively.” Unless otherwise indicated, all references to dollars refer to United States dollars. The Parties acknowledge that both Parties have participated in the drafting and preparation of this Agreement and agree that any rule of construction to the effect that ambiguities are to be construed against the drafting party shall not be applied to the construction or interpretation of this Agreement.

## ARTICLE II

### PURCHASE AND SALE OF ASSETS

2.1 Purchased Assets. Subject to the terms and conditions of this Agreement and pursuant to Section 363 of the Bankruptcy Code, effective as of the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, free and clear of all Liens, and Buyer shall purchase, all right, title and interest in and to the assets of Seller described on Schedule 2.1 hereto, plus all of the personal property, equipment and intellectual property (including the name of the Seller) owned by the Seller (collectively, the “Purchased Assets”). Purchased Assets specifically excludes accounts receivable generated by the Seller prior to the Closing Date, cash,

marketable securities, shareholder receivables, laptops, iPads, and automobiles, claims, Chapter 5 causes of action and any other litigation that is property of the Seller's estate.

2.2 Retained Assets. Notwithstanding anything to the contrary in this Agreement, Seller shall not sell, convey, transfer, assign or deliver, and Buyer shall not purchase or acquire any assets of Seller other than the Purchased Assets.

2.3 Deemed Consents and Cures. For all purposes of this Agreement (including all representations and warranties of Seller contained herein), Seller shall be deemed to have obtained all required consents, as applicable, in respect of the assignment of any Purchased Asset and to have cured all defaults thereunder if any, and to the extent that, pursuant to the Sale Order, Seller is authorized to assume and assign the Purchased Assets detailed on Schedule 2.3 to so assign to Buyer its rights thereunder pursuant to Section 365 of the Bankruptcy Code.

### ARTICLE III

#### CONSIDERATION

3.1 Purchase Price. The total consideration to be paid for the Purchased Assets is \$3.7 Million, less the Purchase Price Adjustment as agreed upon by the Buyer and Seller, plus the Upside (the "Purchase Price") , representing:

(a) \$3.6 Million for the Inventory, less the Purchase Price Adjustment,  
plus

(b) \$100,000.00 for the Seller's personal property, equipment and  
intellectual property, plus

(c) the "Upside" which is:

(i) proceeds from the sale by Buyer of the inventory in excess  
of (x) 125% of \$2.6 Million, less the Purchase Price Adjustment, plus (y) \$100,000 in  
administrative costs, plus (z) the Direct Costs of the sale of the inventory.

(ii) Direct Costs include storage, handling, freight, labelling,  
packaging, un-packing, commission, insurance (credit, general liability and property), and sales  
related travel expenses capped at a maximum of \$20,000, all of which is directly related to the  
sale of the inventory.

3.2 Payment. The Purchase Price shall be paid to the Seller as follows:

(a) Buyer shall pay a cash deposit in the amount of \$360,000 (the  
"Cash Deposit") which is to be held by Seller against payment of the Purchase Price and as  
security for the performance by Buyer of its obligations under this Agreement. The Cash Deposit  
shall be applied to the Purchase Price as set forth in Section 6.2.4 hereof.

(b) Thornton Management shall pay \$1 Million via wire transfer of  
immediately available funds on the Closing Date.

(c) The agreed upon balance of the Purchase price shall be paid by the Buyer, via wire transfer of immediately available funds on the Closing Date.

### 3.3 Intentionally Omitted

3.4 Alternative Transaction Provisions. Seller shall be entitled to consider proposals for Alternative Transactions from third parties consistent with its fiduciary obligations as a debtor in possession in the Chapter 11 Case, provided, however, if the Seller terminates this Agreement in favor of an Alternative Transaction, the Buyer shall be paid the Break-up Fee.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

4.1 Organization and Power of Seller. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Connecticut. Seller has requisite corporate power to: (a) own, lease and operate the Purchased Assets and carry on the Business as and where such assets are now owned or leased and as the Business is presently being conducted; and (b) execute, deliver and perform this Agreement and all other agreements and documents to be executed and delivered by it in connection herewith, subject to and after giving effect to the approval of the Bankruptcy Court (including satisfying any conditions imposed by the Bankruptcy Court) and compliance with all requirements of the Bankruptcy Code.

4.2 Enforceability. All requisite corporate action to approve, execute, deliver and perform this Agreement has been taken by Seller. This Agreement and each other agreement and document delivered by Seller in connection herewith have been duly executed and delivered by Seller, subject to entry of the Sale Order by the Bankruptcy Court, constitute the binding obligation of Seller, enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, and other laws affecting creditors' rights generally and by principles of equity.

4.3 Inventory. Seller warrants that all inventory items listed in Schedule 2.1 and in the possession of the Seller at Closing are owned by Seller without any liens or other encumbrances, except for the Liens of People's United Bank, N.A., and such inventory items are reasonably accessible by Buyer.

4.4 No Implied or Other Representations or Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT SELLER AND ANY OF ITS AFFILIATES ARE NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR REPRESENTATION AS TO CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY OF THE ASSETS, AND IT IS UNDERSTOOD THAT EXCEPT AS EXPRESSLY

STATED IN THIS AGREEMENT, BUYER TAKES ALL OF SUCH PROPERTIES AND ASSETS ON AN “AS IS” AND “WHERE IS” BASIS.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

5.1 Organization and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois. Buyer has full power to execute, deliver and perform this Agreement and all other agreements and documents to be executed and delivered by it in connection herewith.

5.2 Enforceability. All requisite action to approve, execute, deliver and perform this Agreement and each other agreement and document delivered by Buyer in connection herewith has been taken by Buyer. This Agreement and each other agreement and document delivered by Buyer in connection herewith have been duly executed and delivered by Buyer and constitute the binding obligations of Buyer enforceable in accordance with their respective terms.

5.3 Consents. Except for the approval of the Bankruptcy Court, no approval or consent of, or filing with, any Person or Governmental Authority is required in connection with the transactions contemplated hereby or the execution, delivery or performance by Buyer of this Agreement or any other agreement or document delivered by or on behalf of Buyer in connection herewith.

5.4 No Conflicts. No action taken by or on behalf of Buyer in connection herewith, including, but not limited to, the execution, delivery and performance of this Agreement, and each other agreement and document delivered by it in connection herewith, and consummation of the Contemplated Transactions, (a) gives rise to a right of termination or acceleration under any Contract to which Buyer is a party or by which Buyer is bound; (b) conflicts with or violates (i) any Law; (ii) Buyer’s organizational documents; or (iii) any Order to which Buyer is subject; or (c) constitutes an event which, after notice or lapse of time or both, could result in any of the foregoing.

5.5 Litigation. Except for the required approval of the Bankruptcy Court to the consummation of the Contemplated Transactions, no litigation or administrative proceeding is pending, or to the knowledge of Buyer, threatened against Buyer which could prevent Buyer from entering into, or performing its obligations under, this Agreement.

5.6 Brokers or Finders. Except as set forth on Schedule 5.6, no Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of Buyer to receive any commission, brokerage, finder’s fee or other similar compensation arrangement in connection with the consummation of the Contemplated Transactions. Seller shall be responsible for payment due and owing to those Persons listed on Schedule 5.6.

5.7 Financing. Buyer has adequate financing, and will continue to have adequate financing on the Closing Date, to enable it to fulfill its obligations under this Agreement. Buyer acknowledges and agrees that Buyer's obligations under this agreement are not contingent on obtaining adequate financing.

5.8 Buyer's Investigation. Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and financial advisors and hereby acknowledges that it has conducted an investigation of the Purchased Assets. Notwithstanding anything in this Agreement to the contrary, Buyer acknowledges that it is accepting the Purchased Assets in their present condition and locations and with their present operating capabilities. Buyer acknowledges that Seller makes no warranty, express or implied, as to the condition of the Purchased Assets except as expressly set forth in this Agreement. Buyer has not relied upon, and Seller shall not be liable for or bound in any manner by, any express or implied verbal or written information, warranties, guarantees, promises, statements, inducements, representations or opinions pertaining to the Business or the Purchased Assets, except as may be contained in this Agreement. Buyer has inspected, or waived its right to inspect, the Purchased Assets for all purposes and satisfied itself as to their condition. Buyer is relying solely upon its own inspection of the Purchased Assets, and Buyer shall accept all of the same in their "as is," "where is," condition. Buyer acknowledges that the representations and warranties of Seller contained in this Agreement constitute the sole and exclusive representations and warranties of Seller to Buyer in connection with this Agreement and the Contemplated Transactions, and Buyer acknowledges that all other representations and warranties are specifically disclaimed and may not be relied upon or serve as a basis for a claim against Seller or its Affiliates.

## ARTICLE VI

### CONDITIONS TO CLOSING

6.1 Conditions to Buyer's Obligations. The obligation of Buyer to consummate the Contemplated Transactions on the Closing Date is subject to the fulfillment on or prior to the Sale Date of the following conditions, any one or more of which may be waived by Buyer:

6.1.1 Representations and Covenants. Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Sale Date with the same effect as though made on the Sale Date. Seller shall have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by Seller on or prior to the Sale Date. Seller shall have delivered to Buyer a certificate, dated the Sale Date and signed by an authorized officer of Seller, to the foregoing effect and stating that all conditions to Buyer's obligations hereunder, to the extent required to be performed by Seller, have been satisfied or waived.

6.1.2 No Orders. On the Sale Date, there shall be no Order of any court of competent jurisdiction of any nature which directs that the Contemplated Transactions, in whole or in part, not be consummated.



6.1.3 Bankruptcy Court Approval. The Sale Order shall have been entered by the Bankruptcy Court, and such order shall be in form and substance satisfactory to Buyer. At a minimum, the Sale Order shall (a) provide that the Purchased Assets are being sold to Buyer free and clear of all liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code, (b) find that Buyer is a good faith purchaser entitled to the protection of Section 363(m) of the Bankruptcy Code, and (c) waive the Bankruptcy Rule 6004(h) stay.

6.1.4 Thornton Management. Thornton Management shall have (i) paid \$1 Million of the Purchase Price to the Seller at Closing, and (ii) entered into an Employee Profit Sharing/Non-Compete Agreement satisfactory to the Buyer and Thornton Management in consideration for the contribution to the Purchase Price of \$1 million.

6.1.5 Purchase Price Adjustment. Buyer and Seller shall have agreed upon the Purchase Price Adjustment as provided in Section 3.1 herein.

6.1.6 Bid Procedures Order. The Bid Procedures Order shall have been entered by the Bankruptcy Court no later than November 13, 2015.

6.1.7 Cessation of the Sale of Inventory. Seller shall have ceased selling inventory on the date the Bankruptcy Court enters the Bid Procedures Order.

6.1.8 Access to Inventory. On the date after the entry of the Bid Procedures Order, the Seller shall have given to the Buyer reasonable access to the Inventory and any documentation, data and records relating to the Inventory.

6.1.9 Closing Deliveries. Seller shall have delivered, or caused to be delivered, to Buyer the following documents, duly executed by Seller (where appropriate):

(a) Transfer Instruments. The Bill of Sale with attached complete detailed list of purchased assets and inventory confirmed by the Physical Count of the Inventory completed prior to the Closing Date, the Assignment and Assumption Agreement, and such other transfer instruments in form and substance reasonably satisfactory to Buyer and signed by Seller, as shall be required to enable Buyer to acquire the Purchased Assets and cause Buyer to assume the executory contracts and unexpired leases detailed on Schedule 2.4.

(b) Sale Order. A copy of the Sale Order;

(c) Other. Such other document(s) or instruments required to be delivered by Seller to Buyer hereunder.

6.2 Conditions to Seller' Obligations. The obligation of Seller to consummate the Contemplated Transactions on the Closing Date is subject to the fulfillment on or prior to the Sale Date of the following conditions, any one or more of which may be waived if mutually agreed by Buyer and Seller:

6.2.1 Representations and Covenants. Each of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Sale Date with the same effect as though made on the Sale Date. Buyer shall

have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Sale Date. Buyer shall have delivered to Seller a certificate, dated the Sale Date and signed by an authorized officer of Buyer, to the foregoing effect and stating that all conditions to Seller's obligations hereunder, to the extent required to be performed by Buyer, have been satisfied or waived.

6.2.2 No Orders. On the Sale Date, there shall be no judicial Order from a court of competition jurisdiction of any nature which directs that the Contemplated Transactions, in whole or in part, not be consummated.

6.2.3 Bankruptcy Court Approval. The Sale Order shall have been entered by the Bankruptcy Court, and such order shall be in form and substance reasonably satisfactory to Buyer and Seller. At a minimum, the Sale Order shall (a) provide that the Purchased Assets are being sold to Buyer free and clear of all liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code, and (b) find that Buyer is a good faith purchaser entitled to the protection of Section 363(m) of the Bankruptcy Code.

6.2.4 Purchase Price. The Purchase Price shall have been delivered to Seller as specified in Article III. The Cash Deposit shall be applied to Cash Payment of Purchase Price at Closing.

6.2.5 Closing Deliveries.

(a) Officer's Certificate. The officer's certificate contemplated by Section 6.2.1;

(b) Assignment and Assumption Agreement. The Assignment and Assumption Agreement; and

(c) Other. Each other document required to be delivered by Buyer to Seller hereunder.

6.2.6 Purchase Price Adjustment. Buyer and Seller shall have agreed upon the Purchase Price Adjustment as provided in Section 3.1 herein.

## ARTICLE VII

### COVENANTS

7.1 Effectiveness of Representations and Warranties. Subject to the restrictions set forth in the Bankruptcy Code or Orders of the Bankruptcy Court, from the date hereof through the Sale Date, Seller shall use its reasonable efforts to conduct the Business in such a manner so that the representations and warranties contained in Article IV shall continue to be true and correct on and as of the Sale Date as if made on and as of the Sale Date.

7.2 Conduct of Business. Except to the extent required by the Bankruptcy Court, Seller shall not, with respect to the Business, except as otherwise permitted by the Bankruptcy Code or an Order of the Bankruptcy Court:

(a) permit any of the Purchased Assets to be subjected to any additional Lien, other than Liens that will be released as of the Closing; or

(b) sell or dispose of any Purchased Assets after the entry of the Bid Procedures Order.

7.3 Access. From the date hereof until the Closing Date, Seller shall provide Buyer and its representatives reasonable access during normal business hours to Seller's personnel, facilities and all books and records and such other information and Persons relating to the Business as Buyer may reasonably request.

7.4 Bankruptcy Filings. From the date hereof until the Closing Date, Seller shall promptly deliver to Buyer's counsel copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers which relate to or may affect this Agreement or the Purchased Assets that Seller files in the Chapter 11 Case.

7.5 Publicity. Copies of the text of all public announcements (whether pre-Closing or post-Closing) relating to this Agreement or the Contemplated Transactions will be provided to the other Party prior to public release of the disclosure to be made.

7.6 Expenses. Except to the extent otherwise specifically provided in this Agreement, each Party shall bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants. Buyer shall be solely responsible for all fees and expenses incurred or otherwise payable to all Persons listed on Schedule 5.6.

7.7 Further Assurances.

7.7.1 Seller shall use all reasonable efforts to gain access from the Third Party Logistics to the inventory for the Physical Count of Inventory after the entry of the Bid Procedures Order.

7.7.2 Seller agrees that, at any time and from time to time after the Closing, it will, upon the request of Buyer, do all such further acts as may be reasonably required to further transfer and assign to Buyer any of the Purchased Assets, or to vest in Buyer good and marketable title to the Purchased Assets.

7.7.3 Buyer agrees that, at any time and from time to time after the Closing, it will, upon the request of Seller, do all such further acts as may be reasonably required to cause Buyer to assume the Assumed Liabilities in accordance with this Agreement and as may otherwise be appropriate to carry out the transactions contemplated by this Agreement.

## ARTICLE VIII

### CLOSING AND TERMINATION

8.1 Closing. Subject to the waiver or satisfaction of the applicable Conditions to Closing in Article VI, the closing (the “Closing”) of the Contemplated Transactions on or before November 24, 2015 (or such other date as the Parties may agree in writing), at a time and place mutually acceptable to Buyer and Seller. The date on which the Closing occurs is referred to as the “Closing Date.” The transfers and deliveries described in Article VI shall be mutually interdependent and regarded as occurring simultaneously, and no such transfer or delivery shall become effective until all the other transfers and deliveries provided for in Article VI have also been made. Seller and Buyer shall meet on the date preceding the Closing Date at a time and place mutually acceptable to Buyer and Seller to conduct a pre-Closing at which time all deliveries to be made at Closing will be reviewed by the parties and placed in escrow. On the Closing Date, or as soon thereafter as is practicable, all instruments and payments shall be distributed and disbursed to Seller and Buyer, and the Closing shall be consummated.

8.2 Termination. This Agreement and the Contemplated Transactions may not be terminated except as follows:

- (a) Upon the mutual written consent of Seller and Buyer;
- (b) By Seller, if (i) Buyer is in material breach of this Agreement, and (ii) such breach has not been cured on or before the Closing Date;
- (c) By Buyer if Thornton Management does not pay the amount required in Section 3.2(b);
- (d) By Buyer, if (i) Seller is in material breach of this Agreement and (ii) such breach has not been cured on or before the Closing Date;
- (e) Subject to the waiver or satisfaction of the applicable Conditions to Closing in Article VI By Buyer, if the Closing has not occurred on or before November 24, 2015 (or such other date as the Parties may agree in writing);
- (f) By either Seller or Buyer, if there shall be in effect a final non-appealable court order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; or
- (g) By Seller if Seller pursues an Alternative Transaction.

8.3 Effect of Termination.

(a) Upon the termination of this Agreement in accordance with Section 8.2(a) through 8.2(f) hereof, the Parties shall be relieved of any further obligations or liability under this Agreement other than obligations or liabilities in accordance with the expense allocation provisions under Section 7.6, (ii) the jurisdiction provisions of Section 10.9 and (iii) obligations for breaches of this Agreement occurring prior to such termination.

(b) Upon any termination pursuant to Section 8.2(b), Seller shall be entitled to retain the Cash Deposit as liquidated damages for expenses incurred in connection with this Agreement. The release of the Cash Deposit to Seller shall be the sole and exclusive remedy available to Seller upon such a termination.

(c) Upon termination pursuant to Sections 8.2(a), 8.2(c), 8.2(d), 8.2(e) or 8.2(f), Seller shall return the Cash Deposit to Buyer.

(d) Upon any termination pursuant to Section 8.2(e), if Seller is at fault, Seller shall return the deposit to the Buyer; provided, however, if Buyer is at fault, Seller shall be entitled to retain the Cash Deposit as liquidated damages for expenses incurred in connection with the Agreement. The release of the Cash Deposit to Seller and the return of the deposit to Buyer shall be the sole and exclusive remedy available to the parties upon such termination.

(e) Upon any termination pursuant to Section 8.2(g), Seller shall (i) return the Cash Deposit to Buyer, (ii) pay to the Buyer a break-up fee in the amount of 3% of the Purchase Price, but no event less than \$100,000, plus reasonable expenses not to exceed \$50,000 (the "Break-up Fee"). The Break-up Fee shall be split evenly between the Buyer and its lender.

(f) Notwithstanding anything to the contrary contained herein, the provisions of this Section 8.3 and Article VIII shall survive any termination of this Agreement.

## ARTICLE IX

### TAX MATTERS

9.1 Filing of Returns. In connection with the preparation and filing of Tax Returns as of and after the Sale Date, Buyer and Seller shall cooperate and exchange information as reasonably required to accomplish the matters contemplated by this Article IX.

9.2 Tax Prorations. Intentionally omitted.

9.3 Tax Refunds. Any Tax refunds (including any interest related thereto) received by Buyer, its Affiliates or successors relating to the Purchased Assets and to Tax periods or portions thereof ending on or before the Sale Date shall be for the account of Seller, and Buyer shall pay over to Seller any such amount within five days of receipt thereof. Buyer shall, if Seller so requests and at Seller's direction and expense, file or cause its Affiliates to file for and obtain any Tax refunds with respect to the Purchased Assets and to Tax periods or portions thereof ending on or before the Sale Date.

## ARTICLE X

### MISCELLANEOUS CONSTRUCTION

:

10.1 Bid Procedures Order. This Agreement is subject to procedures set forth in the Bid Procedures Order and the consideration by Seller of higher or better competing bids in respect to all or any part of the Purchased Assets in accordance with the Bid Procedures Order (each a “Competing Bid”). From the date hereof (and any prior time) until the transaction contemplated hereby is consummated, Seller is permitted to and to cause its representatives to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its affiliates and representatives) in connection with a Competing Bid, including, to (and to cause its representatives and affiliates to) respond to any inquiries or offers to purchase all or any part of the Purchased Assets (including supplying information relating to the Business and the asset of Seller to prospective purchasers).

10.2 Sale Order. Provided Buyer is selected as the winning bidder in respect of the Purchased Assets or if no Competing Bid is submitted with respect to the Purchased Assets, Seller shall seek entry of the Sale Order and any other necessary orders to close the sale by the Bankruptcy Court in accordance with the terms and conditions of the Bid Procedures Order. Buyer and Seller understand and agree that the consummation of the transaction contemplated by this Agreement is subject to approval by the Bankruptcy Court. Buyer agrees that it will promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Sale Order which is acceptable to the Seller, including a finding of adequate assurance of future performance by Buyer including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. In any event the entry of the Bid Procedures Order shall be appealed and Seller and Buyer shall use their respective commercially reasonable efforts to defend such appeal. In the event the entry the Sale Order is appealed, Seller shall use commercially reasonable efforts to defend such appeal.

#### Notices

All notices shall be in writing delivered as follows:

(a) **If to Buyer, to:**

Axxom LLC  
103 Carnegie Center, Suite 100  
Princeton, NJ 08540  
Telephone: (609) 520-0000  
[keimig@chemres.com](mailto:keimig@chemres.com)

**With a copy to:**

Kay Standridge Kress, Esq.  
Pepper Hamilton LLP  
4000 Town Center, Suite 1800  
Southfield, MI 48075  
Telephone: (248) 359-7365  
[kressk@pepperlaw.com](mailto:kressk@pepperlaw.com)

(b) **If to Seller, to:**

J. Paul, Jr., President  
Thornton & Co., INC.  
Southington, CT 06489-2034

**With a copy to:**

Jeffrey M. Sklarz, Esq.  
Green & Sklarz, LLC  
700 State Street, Suite 100  
New Haven, CT 06511  
Telephone: (203) 285-8545  
[jksklarz@gs-lawfirm.com](mailto:jksklarz@gs-lawfirm.com)

Andrew C. Glassman, Esq.  
Pullman & Comley, LLC  
90 State House Square  
Hartford, CT 06103-3702  
(860) 541-3316  
[aglassman@pullcom.com](mailto:aglassman@pullcom.com)

or to such other address as may have been designated in a prior notice. Notices sent by a nationally recognized commercial overnight carrier shall be effective the next business day after receipted delivery to such courier specifying overnight delivery; notices sent by facsimile shall be effective upon confirmation of receipt at the number specified above; notices sent by e-mail shall be effective upon receipt confirmation to the address specified; otherwise, notices shall be deemed to have been given when received at the address specified above (or other address specified in accordance with the foregoing).

10.5 Survival of Representations, Warranties, Covenants and Agreements. All representations and warranties made by Seller in this Agreement shall terminate on the Closing Date upon the purchase of the Purchased Assets by Buyer, and Seller shall have no liability after the Closing Date for any breach of any representation or warranty. Except as specifically set forth otherwise in the Agreement, all covenants and agreements of Seller shall lapse at, and be of no further force and effect following, the Closing.

10.6 Binding Effect. Except as may be otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including, without limitation, any trustee, responsible person, estate administrator, representative or similar Person appointed for or in connection with the Chapter 11 Case or in any subsequent case under the Bankruptcy Code in which any Seller is a debtor. Except as otherwise provided in this Agreement, nothing in this Agreement is intended or shall be construed to confer on any Person other than the Parties any rights or benefits hereunder.

10.7 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

10.8 Exhibits and Schedules. The Exhibits and Schedules referred to in this Agreement shall be deemed to be an integral part of this Agreement.

10.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

10.10 Governing Law. Except to the extent inconsistent with the Bankruptcy Code (in which case the Bankruptcy Code shall govern), this Agreement shall be governed by and construed under Connecticut law, without regard to conflict of laws principles.

10.11 Waivers. Compliance with the provision of this Agreement may be waived only by a written instrument specifically referring to this Agreement and signed by the Party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of that or any other right.

10.12 Pronouns. The use of a particular pronoun herein shall not be restrictive as to gender or number but shall be interpreted in all cases as the context may require.

10.13 Modification. No supplement, modification or amendment of this Agreement shall be binding unless made in a written instrument which is signed by the Parties and which specifically refers to this Agreement.

10.14 Assignment. No assignment by any Party of this Agreement or any right or obligation hereunder may be made without the prior written consent of the other Party, and any assignment attempted without such consent will be void *ab initio*.

10.15 Entire Agreement. This Agreement and the agreements and documents referred to in this Agreement or delivered hereunder are the exclusive statement of the agreement among the Parties concerning the subject matter hereof. All negotiations among the Parties are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto among the Parties other than those incorporated herein and to be delivered hereunder.

10.16 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

*[Remainder of page intentionally left blank.]*



INTENDING TO BE LEGALLY BOUND, the Parties have signed this Agreement as of the date first above written.

**BUYER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## INDEX OF SCHEDULES

- Schedule 2.1 – Purchased Assets
- Schedule 2.3 – Executory Contracts and Unexpired Leases to be Assumed
- Schedule 3.1 – Purchase Price Adjustment
- Schedule 3.2 – Allocation
- Schedule 5.6 – Brokers or Finders

## INDEX OF EXHIBITS

- Exhibit A Bill of Sale
- Exhibit B Assignment and Assumption Agreement

## **Schedule 2.1**

### **Purchased Assets**

Purchased Assets include all known and unknown, tangible and intangible assets no matter the location of the Seller, excepting the Excluded Assets, as defined below.

The Purchased assets include but are not limited to, all machinery, equipment, tools, spare parts, furniture, fixtures, all the inventory, supplies, catalogs, stationary, all customer and vendor deposits, website and website domain name, computer system and software, all patents, trademarks, designs, drawings, trade secrets, prototypes, all the lease hold improvements, any and all consigned inventory.

The term "Excluded Assets" means: accounts receivable generated by the Seller prior to the Closing Date, cash, marketable securities, shareholder receivables, laptops, iPads, and automobiles, claims, Chapter 5 causes of action and any other litigation that is property of the Seller's estate.

**SEE THE ATTACHED SCHEDULE OF INVENTORY PROVIDED BY THE SELLER TO THE BUYER ON OCTOBER 27, 2015.**

Column1	Actual Spec	Type	Warehouse	Package Type	On Hand Qty (in LBS)	Material Cost	Supplier ID	Product ID	PE/PP	Grade
10108*1*1	2.22 MELT .9247 120/929 1.55 EVA	LDPE	AR-BUENA PARK	Boxes	4,413	0.5800	WESTLAKE	LDW4920CASA	PE	Off Grade
101421*1*1	10.9 M .95238 0/0	HDPE	PAX-TN	Boxes	5,222	0.6060	DOW	HDW9950P	PE	Off Grade
20265*1*1	3.05M .934D 0/300 3.5%HAZE	LDPE	PAX-TN	Boxes	895	0.6490	WESTLAKE	LDW3920CL	PE	Off Grade
30032*1*1	52.5M COPO W 13.7% ETHYLENE -1.4 YI	Copolymer	LUCKEY-STREATOR	Boxes	7,705	0.7500	EQUISTAR	IW50G	PP	Off Grade
30084*1*1	A-2.145/9335 AC-.86/.9285 BC-.55/.9285 B-1.875/.9	LLDPE	G&D, TN	25kg Plain Bag	1,972	0.6270	CHEVRON	LLW3920CA	PE	Off Grade
30161*1*1	.33M .942D 0/0	HDPE	AR-BUENA PARK	Boxes	137,631	0.6730	DOW	HDW.5940F	PE	Off Grade
30191*1*1	.60M .9638D	HDPE	PAX-GA	Boxes	19,655	0.7010	FORMOSA	TPP96007	PE	Prime
30319*1*1		TPE/TPR	BRUNK-GOSHEN		23,440	1.7200	Citadel Plastics	TPE 73 A Natural	TPE/TPR	Prime
30396*1*1	2.53M ICP TO RC	Copolymer	Cotter Warehouse	Boxes	41,710	0.7530	TOTAL	IW3G	PP	Off Grade
30407*1*1	5M 9.82% C2	Copolymer	PAX-NC	Boxes	15,720	0.6500	INEOS	IW3GN	PP	Off Grade
30489*1*1	.56M .924D 0/0 6.5 FQR	LLDPE	GRANT HAULAGE HAMILTON	Boxes	2,028	0.7420	WESTLAKE	LLW1920H	PE	Off Grade
30523*1*1	GRADE 4 approx. 20M	Random Copolymer	AR-FORT WORTH	Boxes	5,600	0.6940	EQUISTAR	RW40G	PP	Off Grade
30524*1*1	38M RANDOM 4% ETHYLENE	Random Copolymer	AR-FORT WORTH RAIL	Boxes	6,426	0.7270	EQUISTAR	RW40G	PP	Off Grade
30562*1*1	10M .950D	HDPE	PAX-GA	Boxes	7,560	0.6100	INEOS	HDW9950P	PE	Off Grade
30569*1*1	8.38HLM .949D	HDPE	PDI-GUELPH	Boxes	1,035	0.7500	FORMOSA	HDW15950HLM	PE	Off Grade
30586*1*1	13M HOMO W SOME NUC.	Homopolymer	AR JOLIET	Boxes	3,800	0.7400	EQUISTAR	HW12G	PP	Off Grade
30619*1*1	15.65M .938D	HDPE	TROYER TRUCKING		69,240	7.2500	DOW	HDW9950P	PE	Off Grade
30657*1*1	3.9 - 5.08M 2lzod	Polystyrene	RVJ-RAIL	Boxes	5,296	0.9550	TOTAL	PS8G	PS	Off Grade
30657*1*1	B) 3.9M BC)3.04M 2lzod	Polystyrene	RVJ-RAIL	Boxes	393	0.9550	TOTAL	PS8G	PS	Off Grade
30689*1*1	20.18 /9197/0.103 FQR 0	LDPE	ASW	Boxes	2,028	0.6020	WESTLAKE	LDW25IM	PE	Off Grade
30738*1*1	2M HOMO	Homopolymer	MIDSTATES-NJ	Boxes	4,500	0.7550	INEOS	HW3G	PP	Off Grade
30744*1*1	1 M .920 D o	LLDPE	WE PACK	25kg Plain Bag	3,417	0.7060	ASIA CHEMICAL CORP., INC.	LLW1920H	PE	Off Grade
30804*1*1	13MF 4 SM BS/L	Polystyrene	MIDSTATES-NJ	Boxes	22,500	0.8870	TOTAL	PS8G	PS	Off Grade
30809*1*1	10.9M C2=7.20% MIXED ICP/HP	Copolymer	TROYER TRUCKING	Boxes	13,500	0.7220	INEOS	IW15G	PP	Off Grade
30935*1*1	3.4M 2.1 lzod sm bs/L Longs & Doubles	Polystyrene	Luckey Streator/Rail	Boxes	530	0.9000	TOTAL	PS4H	PS	Off Grade
31013*1*1	.56 M .961 D	HDPE	LUCKEY-STREATOR	Boxes	2,190	0.7730	FORMOSA	TPP96007	PE	Prime
31038*1*1	4.5M .947D TRANSITION	HDPE	TROYER TRUCKING	Boxes	4,945	0.7010	CHEVRON	HDW9950P	PE	Off Grade
31069*1*1	35 M nuc/stat, 3m, 12 m/bf12m icp nuc/stat	Random Copolymer	AR-FORT WORTH	25kg Plain Bag	33,510	0.6420	INEOS	GRADE 4	PP	Off Grade
31073*1*1	25M 2lzod	Copolymer	PDI FARNHAM	Boxes	28,642	0.7100	FORMOSA	TPPI05N	PP	Prime
31171*1*1	5.07M .9365D ROTO	MDPE	Plastic Express-Fullerton		1,760	0.6900	CHEVRON	TPP935	PE	Prime
31171*1*1	INVY DISCREP	MDPE	Plastic Express-Fullerton	Boxes	7,124	0.6900	CHEVRON	TPP935	PE	Prime
31199*1*1	2M Homo w/ clarifier	Homopolymer	PLASTIC EXPRESS-COMMERCE	Boxes	250	0.7200	BA/CH POLYMERS	TPPH2C	PP	Prime
31217*1*1	1M .9422D	LLDPE	PAX-GA	25kg Plain Bag	14,465	0.6900	DOW	LLW1920H	PE	Off Grade
31217*1*1	1M .9422D	LLDPE	PAX-GA	Boxes	72,098	0.6900	DOW	LLW1920H	PE	Off Grade
31222*1*1	35M Random	Random Copolymer	AR - SAN BERNADINO	Eliminator	8,360	0.8050	FORMOSA	RW35G	PP	Off Grade
31240*1*1	B)5.42 CA)10.3 CB)10.3 A)10.4 C2= 3.25% YI= -17	Random Copolymer	PDI-Milton	Boxes	81,745	0.7290	INEOS	RW8GC	PP	Off Grade
31263*1*1	LASER+ C9921 F65A	PET	TRIANGLE WAREHOUSE		41,695	0.9000	DAK AMERICAS, LLC	DAK Laser	PET	Prime
31267*1*1	6M .944	LLDPE	PAX-GA	Boxes	9,231	0.7200	DOW	LLW1920H	PE	Off Grade
31271*1*1	.64M 25.1% VA	LDPE	C and W	25kg Plain Bag	123,293	0.7520	EQUISTAR	LDW4920V220	PE	Off Grade
31283*1*1	6M (4.1M-8.6M) 1 sm bs/L	Polystyrene	Luckey Streator/Rail		96,060	0.8720	TOTAL	PS8G	PS	Off Grade
31283*1*1	6M (4.1M-8.6M) 1 sm bs/L	Polystyrene	Luckey Streator/Rail	Boxes	51,565	0.8720	TOTAL	PS8G	PS	Off Grade
31284*1*1	Mixed 10K 20M HPP/ 20K 34M .925D 0/0 LLDPE	Homopolymer	Luckey Streator/Rail	Boxes	11,640	0.7490	EQUISTAR	HW35G	PP	Off Grade
31287*1*1	7.9M .936D Hexene Roto w/ UVI	LLDPE	Cotter Warehouse	Boxes	4,611	0.7580	EQUISTAR	LLW5935R	PE	Off Grade
31307*1*1	.1-4M .940D	HDPE	FRONTIER-LA PORTE-RAIL	Boxes	5,600	0.7110	FORMOSA	HDW.5950F	PE	Off Grade
31310*1*1	2M Clarified	Homopolymer	PLASTIC EXPRESS-COMMERCE	Boxes	825	0.6700	LAUDADIO POLYMERS INC	HW3G	PP	Off Grade
31342*1*1		HDPE	MIDSTATES-NJ		5,860	0.8020	INEOS	UNKNOWN HDPE	PE	Off Grade
31343*1*1	.56M .9288D 0/0 3.8Haze 6.36%VA	LDPE	LUCKEY CONOVER	Boxes	5,600	0.6840	WESTLAKE	LDW4920V220	PE	Off Grade
31350*1*1	7.8M .937D POWDER / BEIGE, GREY, YELLOW COLORANT A	LLDPE	BRUNK-GOSHEN	Boxes	38,531	0.7190	DOW	LLW10920H	PE	Off Grade
31395*1*1	2.69M .9239D 0/1256	LDPE	AR - SAN BERNADINO		97,660	0.8400	WESTLAKE	LDW3920CL	PE	Off Grade
31399*1*1	2M .920D w/adds 5 haze	LDPE	AR - SAN BERNADINO	Eliminator	21,874	0.7820	VINMAR	TPP9202	PE	Prime
31424*1*1	.55M C@=4.66% YI= -3.3	Copolymer	C and W	Boxes	20,333	0.7620	INEOS	IW1GN	PP	Off Grade
31436*1*1	A)159 AC)151 BC)155 B156 GRADE 4	Random Copolymer	Central	Boxes	171,340	0.7200	EQUISTAR	GRADE 4	PP	Off Grade
31439*1*1	CA)4.4M CB)3.3M B)8M	Random Copolymer	C and W	Boxes	99,086	0.7010	EQUISTAR	GRADE 4	PP	Off Grade
31443*1*1	2.5M .924D 670/2780 2%VA 6 Haze / Blend w 3	LDPE	AR - SAN BERNADINO	Eliminator	117,050	0.8400	EQUISTAR	LDW4920V220SA	PE	Off Grade
31449*1*1	6.55M C2= 7.1% YI=2.6	Copolymer	C and W	Boxes	56,883	0.7560	INEOS	IW3GN	PP	Off Grade
31449*1*1	6.55M C2= 7.1% YI=2.6	Copolymer	PLASTIC EXPRESS-COMMERCE	Boxes	54,887	0.7560	INEOS	IW3GN	PP	Off Grade
31452*1*1	Mixed 10K 20M HPP/ 20K 34M .925D 0/0 LLDPE	LLDPE	Luckey Streator/Rail	Boxes	20,660	0.7940	DOW	LLW38920B	PE	Off Grade
31453*1*1	.65 M .9387 0/0 TRANSITION	HDPE	AFFTON-ST. LOUIS	Boxes	68,476	0.7430	DOW	HDW.5940F	PE	Off Grade
31462*1*1	.3M .9167D 0/0	LLDPE	FRONTIER-LA PORTE-RAIL		1,860	0.8400	WESTLAKE	TPP89003	PE	Prime
31464*1*1	1.05 M .9178 D	LLDPE	AFFTON-ST. LOUIS	Boxes	7,018	0.8540	WESTLAKE	TPP8901	PE	Prime
31473*1*1	Mixed BT	Copolymer	C and W	Boxes	39,700	0.6490	INEOS	IW8G	PP	Off Grade
31499*1*1	3-3.5M LDPE Mystery	LDPE	PLASTIC EXPRESS-CITY OF	Boxes	44,486	0.5540	CALTHERMO	LDW3920L	PE	Off Grade
31499*1*2	3-3.5M LDPE Mystery	LDPE	PLASTIC EXPRESS-CITY OF		40,994	0.5700	CALTHERMO	LDW3920L	PE	Off Grade
31503*1*1	8.6M 1lg bs/L	Polystyrene	PAX-NC	Boxes	1,234	0.8290	TOTAL	PS8G	PS	Off Grade
31506*1*1	37M 1.5 lzod 150-200 Flex	Random Copolymer	C and W	Boxes	46,400	0.7800	FORMOSA	RW35G	PP	Off Grade
31514*1*1	A)14.8 CA)16	Homopolymer	MIDSTATES-MA	Boxes	5,099	0.7760	INEOS	HW20G	PP	Off Grade
31517*1*1	4.83M C2= 2% 3 lzod	Copolymer	G&D, TN	Boxes	4,040	0.7590	PHILLIPS66	IW8G	PP	Off Grade
31517*1*1	4.83M C2= 2% 3 lzod	Copolymer	G&D, TN	Storage Car	192,200	0.7590	PHILLIPS66	IW8G	PP	Off Grade
31528*1*1	60M 3lzod	Copolymer	AR - SAN BERNADINO	Eliminator	49,604	0.7890	LOTTE CHEMICAL	TPPI60G	PP	Prime
31546*1*1	50.43M .925D 0/0	LLDPE	MIDSTATES-MA	Boxes	1,000	0.8940	DOW	LLW52920B	PE	Off Grade
31547*1*1	.13M .9582 0/0	HDPE	PDI FARNHAM	Boxes	12,776	0.7620	DOW	HDW15950HLM	PE	Off Grade

Column1	Actual Spec	Type	Warehouse	Package Type	On Hand Qty (in LBS)	Material Cost	Supplier ID	Product ID	PE/PP	Grade
31551**11	A-15.1 BC-13.4 .945D NA/NA unblende	HDPE	Luckey Streator/Rail	Boxes	12,735	0.8020	DOW	HDW9950P	PE	Off Grade
31557**11	4.8M C2= 1.8% 100% Clarified	Copolymer	C and W	Boxes	132,360	0.7740	EQUISTAR	IW3G	PP	Off Grade
31559**11	15.2M C2= 10.1% YI= =4	Copolymer	MIDSTATES-NJ	Storage Car	129,140	0.8240	EQUISTAR	IW15G	PP	Off Grade
31591**11	46.2 M .9517 D	HDPE	LPW	Boxes	3,000	0.8360	INEOS	TPP9550	PE	Prime
31591**11	46.2 M .9517 D	HDPE	Midstates - Fitchburg	Boxes	10,415	0.8360	INEOS	TPP9550	PE	Prime
31599**11	36.6M YI=12.6 NX8000 50/50 mix w/ non clarified	Random Copolymer	MIDSTATES-NJ	Boxes	42,000	0.8500	EQUISTAR	RW35GC	PP	Off Grade
31610**11	1.5M C2= 4% YI=-3.3	Copolymer	AFFTON-ST. LOUIS	Boxes	3,993	0.8270	INEOS	IW3G	PP	Off Grade
31619**11	2.02M .9238D 699/3214 4.5fqr 4.3%104AE	LLDPE	ASW		3,860	0.6400	WESTLAKE	LLW2920B	PE	Off Grade
31619**11	2.02M .9238D 699/3214 4.5fqr 4.3%104AE	LLDPE	ASW	Super Sacks	6,280	0.6400	WESTLAKE	LLW2920B	PE	Off Grade
31626**11	.03M.9498D 0/0	HDPE	PDI FARNHAM	Boxes	27,227	0.7940	DOW	HDW15950HLMH	PE	Off Grade
31630**11	60 M	Copolymer	PLASTIC EXPRESS-CITY OF	25kg Plain Bag	68,330	0.7440	LOTTE CHEMICAL	TPPI60G	PP	Prime
31636**11	.35 M .9546 D	HDPE	ASW	Storage Car	10,095	0.7160	INEOS	TPP95503	PE	Prime
31637**11	A) 35M AC) 24M B)8 BC)10 C2=3.47% YI= -2.4	Copolymer	PDI-GUELPH	Storage Car	133,400	0.7970	INEOS	IW12G	PP	Off Grade
31662**11	3M / MLLDPE BLEND	MLLDPE	MIDSTATES-NJ	Boxes	26,088	0.7790	DOW	MLLDPE	PE	Off Grade
31691**11	37.3m 1.5Izod 177Flex YI-2.5	Copolymer	Cotter Warehouse		155,750	0.8300	FORMOSA	IW35G	PP	Off Grade
31728**11	43.4M C2=5.2% YI= -2.3 transition	Random Copolymer	Cotter Warehouse		100,280	0.7700	EQUISTAR	RW45G	PP	Off Grade
31747**11	.89M .9199D 0/0180	LLDPE	A&R FT WORTH NEW WHSE	Boxes	3,000	0.7860	WESTLAKE	TPP8901	PE	Prime
31747**11	.89M .9199D 0/0180	LLDPE	LUCKEY-STREATOR	Boxes	437	0.7860	WESTLAKE	TPP8901	PE	Prime
31748**11	.30 M .9167 D	LLDPE	FRONTIER-LA PORTE-RAIL		178,950	0.7100	WESTLAKE	TPP89003	PE	Prime
31749**11	.31 M .9167 M	LLDPE	FRONTIER-LA PORTE-RAIL		180,900	0.7100	WESTLAKE	TPP89003	PE	Prime
31758**11	1.65M .9192D 0/0 B) GRANULAR. AC/BC) SOME GRANULAR	LLDPE	GRANT HAULAGE HAMILTON	Boxes	32,959	0.7640	DOW	LLW1920B	PE	Off Grade
31768**11	76.1M 2Izod	Copolymer	PLASTIC EXPRESS-COMMERCE	25kg Plain Bag	105,822	0.7670	LOTTE CHEMICAL	TPPI80G	PP	Prime
31790**11	A) 2.21 C2= .364% YI=-1.	Homopolymer	AFFTON-ST. LOUIS	Boxes	25,906	0.7220	INEOS	HW8G	PP	Off Grade
31791**11	B) 10.3 CA) 10.6 CB) 9.99 A) 11 C2=7% YI=-2.5	Copolymer	Cotter Warehouse	Boxes	150,250	0.7550	INEOS	IW8G	PP	Off Grade
31793**11	B) 11.8 CA) 11.8 CB) 10.8 A) 10.8 C2=6% YI=-2.9	Copolymer	C and W	Boxes	33,000	0.7150	INEOS	IW8G	PP	Off Grade
31805**11	.25M .9464D	HDPE	MIDSTATES-MA		8,780	0.6800	INEOS	HDW15950HLMH	PE	Off Grade
31805**11	.25M .9464D	HDPE	MIDSTATES-MA	Boxes	20,220	0.6800	INEOS	HDW15950HLMH	PE	Off Grade
31810**11	36.5M Izod-1 Flex-170	Copolymer	AR-FORT WORTH RAIL	Boxes	2,800	0.7010	FORMOSA	IW35G	PP	Off Grade
31829**11	25M 2Izod	Homopolymer	PDI FARNHAM	Boxes	30,628	0.6860	TOTAL	HW100G	PP	Off Grade
31844**11	3.6M	Homopolymer	AFFTON-ST. LOUIS	Boxes	50,609	0.6800	INEOS	HW8G	PP	Off Grade
31844**11	4.2M	Homopolymer	AFFTON-ST. LOUIS	Boxes	6,153	0.6800	INEOS	HW8G	PP	Off Grade
31871**11	24.2M YI=-0.6	Homopolymer	PDI FARNHAM	Boxes	1,488	0.6940	TOTAL	HW25G	PP	Off Grade
31876**11	35 M	Random Copolymer	PLASTIC EXPRESS-CITY OF	25kg Plain Bag	30,302	0.6990	LOTTE CHEMICAL	TPPR35C	PP	Prime
31886**11	Various LLDPE	LLDPE	A&R FT WORTH NEW WHSE	Boxes	5,070	0.4480	WESTLAKE	LLW1920B	PE	Off Grade
31886**13	Various LLDPE	LLDPE	DIRECT	Boxes	-	57,557,500.0000	WESTLAKE	LLW1920B	PE	Off Grade
31925**11	1.09M .9179D 0/0 4fqr 706ppa	LLDPE	AR-FORT WORTH	Boxes	4,000	0.5340	WESTLAKE	LLW1920B	PE	Off Grade
31931**11	25.7M C2=3.5% YI= 3.2	Random Copolymer	LPW		600	0.6600	EQUISTAR	RW25G	PP	Off Grade
31959**11	21.2M C2=2.4% YI=-14 Transition	Random Copolymer	PDI-GUELPH	Boxes	174,826	0.6210	EQUISTAR	RW25G	PP	Off Grade
31964**11	17.5M	Homopolymer	AFFTON-ST. LOUIS	Boxes	37,433	0.6800	INEOS	HW12G	PP	Off Grade
31964**11	9.3M	Homopolymer	AFFTON-ST. LOUIS	Boxes	7,401	0.6800	INEOS	HW12G	PP	Off Grade
31970**11	PA650 50% load AB	LDPE	PLASTIC EXPRESS-CITY OF		1,150	0.7500	CALTHERMO	UNKNOWN LDPE	PE	Off Grade
31977**11	2.26M .9202D 0/0 14.9Haze 3fqr	LDPE	PDI-GUELPH	Eliminator	65,580	0.6590	WESTLAKE	LDW3920L	PE	Off Grade
31978**12	1M Octene 0/AB	LLDPE	PLASTIC EXPRESS-CITY OF		20,635	0.6400	BA/CH POLYMERS	LLW1920O	PE	Off Grade
31981**11	Grade 4	Random Copolymer	C and W	Boxes	33,355	0.5230	INEOS	GRADE 4	PP	Off Grade
32027**11	70M 2Izod	Copolymer	PLASTIC EXPRESS-CITY OF	25kg Plain Bag	273,807	0.5670	LG Chem	TPPI70N	PP	Prime
32039**11	9238T	MDPE	PAX-GA		3,210	0.5900	CHEVRON	TPP935	PE	Prime
32040**11	2.86M .939 D	MDPE	PAX-GA	Boxes	23,700	0.5900	CHEVRON	TPP935	PE	Prime
32040**11	2.86M .939 D POWDER	MDPE	PLASTIC EXPRESS-CITY OF	Boxes	3,241	0.5900	CHEVRON	TPP935	PE	Prime
32040**11	2.86M .939 D	MDPE	PLASTIC EXPRESS-CITY OF	Boxes	42,000	0.5900	CHEVRON	TPP935	PE	Prime
32048**11	18 M .958	HDPE	PLASTIC EXPRESS-CITY OF	25kg Plain Bag	498	0.5350	LG Chem	TPP9618	PE	Prime
32060**11	A)11.4 CA)3.7 CB)3.8 B)2.7	Random Copolymer	A&R FT WORTH NEW WHSE	Boxes	21,000	0.4740	EQUISTAR	GRADE 4	PP	Off Grade
32060**11	A)11.4 CA)3.7 CB)3.8 B)2.7	Random Copolymer	C and W	Boxes	85,233	0.4740	EQUISTAR	GRADE 4	PP	Off Grade
32081**11	55M Random Clarified	Random Copolymer	FRONTIER-PASADENA	Boxes	2,788	0.6540	FORMOSA	TPPR50C	PP	Prime
32087**11	45M Clarified	Random Copolymer	PLASTIC EXPRESS-CITY OF	25kg Plain Bag	317,944	0.5670	LOTTE CHEMICAL	TPPR45C	PP	Prime
32092**11	1M	Homopolymer	MIDSTATES-NJ		8,040	0.5700	LOTTE CHEMICAL	TPPH1S	PP	Prime
32100**11	18.2M some Millad YI=-7.7	Homopolymer	AFFTON-ST. LOUIS	Boxes	91,049	0.5650	EQUISTAR	HW20G	PP	Off Grade
32118**11	.297M .9619D	HDPE	BJG - St. Therese	Boxes	16,900	0.5200	INEOS	HDW_5960F	PE	Off Grade
32139**11	Grade 4	Random Copolymer	AR-FORT WORTH	Boxes	204,915	0.4480	EQUISTAR	GRADE 4	PP	Off Grade
32140**11	Grade 4	Random Copolymer	AR-FORT WORTH RAIL	Boxes	181,195	0.4530	EQUISTAR	GRADE 4	PP	Off Grade
32210**11	.21 - 60M .937D	HDPE	PDI FARNHAM	Boxes	19,335	0.5540	CHEVRON	HDW_5940F	PE	Off Grade
32213**11	17.19 M .9523 D	HDPE	PLASTIC EXPRESS-CITY OF	Boxes	85,505	0.5810	CHEVRON	TPP9520	PE	Prime
32232**11	1.88M MMA=24.10%	Polystyrene	MIDSTATES-MA	Boxes	8,600	0.5310	STYROLUTION	SAC2	PS	Off Grade
32232**11	1.88M MMA=24.10%	Polystyrene	PAX-GA	Boxes	42,000	0.5310	STYROLUTION	SAC2	PS	Off Grade
32255**11	1.73M 22.77%MMA	Polystyrene	Luckey Streator/Rail	Boxes	196,970	0.5130	STYROLUTION	SAC2	PS	Off Grade
32266**11	83M .928D Butene	LLDPE	AR-MORRIS		41,380	0.5500	EQUISTAR	LLW80920B	PE	Off Grade
32274**11	40.22M .9525D 0/0	HDPE	Luckey Streator/Rail	Boxes	4,500	0.5500	DOW	HDW38950	PE	Off Grade
32276**11	4-8M .935-.942D	LLDPE	BJG - Milton	Boxes	38,946	0.5000	DOW	LLW38920H	PE	Off Grade
32276**11	.2 - 60M .931	LLDPE	PDI FARNHAM	Boxes	42,037	0.5000	DOW	LLW38920H	PE	Off Grade
32281**11	16.02M .9187D 0/0	LDPE	BJG - St. Therese	Boxes	44,847	0.5320	WESTLAKE	LDW10920E	PE	Off Grade
32281**11	16.02M .9187D 0/0	LDPE	RVJ-RAIL	Boxes	9,828	0.5320	WESTLAKE	LDW10920E	PE	Off Grade
32287**11	1.15M 15.9Izod 177Flex	Copolymer	Cotter Warehouse	Boxes	5,600	0.5950	FORMOSA	IW1GN	PP	Off Grade

Column1	Actual Spec	Type	Warehouse	Package Type	On Hand Qty (in LBS)	Material Cost	Supplier ID	Product ID	PE/PP	Grade
32308*11	.88M .940D 0/0 POWDER	HDPE	AR-FORT WORTH RAIL		92,790	0.4000	DOW	HDW.5940F	PE	Off Grade
32324*11	82M C2+9.5% YI=-0.2 possible loose metal	Copolymer	DAMEO	Boxes	8,669	0.6390	EQUISTAR	IW80G	PP	Off Grade
32325*11	110.4M YI=5.2% YI=-3.3	Copolymer	FRONTIER-PASADENA	Boxes	73,148	0.6200	EQUISTAR	IW100G	PP	Off Grade
32326*11	15M 2lzod 155Flex	Copolymer	C and W	Boxes	9,800	0.5950	FORMOSA	IW15G	PP	Off Grade
32337*11	B)3.49 CA)4.61 CB)3.36 A)3.93 C2=3.23% YI=-4.6	Copolymer	C and W	Boxes	165,453	0.5110	INEOS	IW3G	PP	Off Grade
32366*11	27.3M C2= .375% YI=-1.4 possible blue liner conta	Homopolymer	UNDERWOOD & WELD	Boxes	6,122	0.6400	INEOS	HW30G	PP	Off Grade
32368*11	8M 9lzod	Copolymer	PAX- NC BULK	Boxes	1,649	0.6330	PHILLIPS66	IW8GN	PP	Off Grade
32371*11	5.5M	Homopolymer	C and W	25kg Plain Bag	34,398	0.6250	FORMOSA	HW8G	PP	Off Grade
32372*11	70M	Copolymer	MIDSTATES-NJ	25kg Plain Bag	20,059	0.6300	LG Chem	TPP170N	PP	Prime
32374*11	4.07 M YI = -4.7	Homopolymer	C and W	25kg Plain Bag	20,227	0.6290	FORMOSA	TPPHP3L	PP	Prime
32376*11	12.8M 2lzod 124Flex	Copolymer	TROYER TRUCKING	Boxes	96,445	0.6000	FORMOSA	IW12G	PP	Off Grade
32377*11	12.75M 2.2lzod 124Flex	Copolymer	Cotter Warehouse	Boxes	154,226	0.6020	FORMOSA	IW12G	PP	Off Grade
32378*11	13M 2.3lzod	Copolymer	Luckey Streator/Rail	Boxes	71,400	0.6020	FORMOSA	IW12G	PP	Off Grade
32380*11	A)29 CA)30.6 CB)27 B)30 1.3lzod 218Flex	Random Copolymer	AR-FORT WORTH RAIL	Boxes	175,075	0.5990	FORMOSA	RW35G	PP	Off Grade
32383*11	B)3.91 CA)2.29 CB)5.17 A)2.95 C2=7% YI=-3	Copolymer	C and W	Boxes	31,680	0.5810	INEOS	IW8GN	PP	Off Grade
32399*11	2-3M Hexene Barefoot	LLDPE	PDI-LACHINE		35,063	0.5250	BIRCH PLASTICS	LLW1920H	PE	Off Grade
32416*11	B)2.74 CA)2.59 CB)2.69 A)2.80 YI=-2.7	Homopolymer	PLASTIC EXPRESS-CITY OF	Boxes	143,300	0.5710	INEOS	HW3G	PP	Off Grade
32420*11	26M Barefoot	Homopolymer	PAX- NC BULK		11,931	0.6200	FORMOSA	HW20G	PP	Off Grade
32422*11	4M LDOE	LDPE	Luckey Streator/Rail	Boxes	8,465	0.5250	EQUISTAR	LDW4920V220	PE	Off Grade
32449*11	10.75M .8lzod 190Flex	Homopolymer	Luckey Streator/Rail		260	0.5450	FORMOSA	HW12G	PP	Off Grade
32450*11	30M 2.9lzod	Copolymer	C and W	Boxes	36,000	0.6750	CHAMCORY	IW30G	PP	Off Grade
32457*11	8.83M .9158D 0/0 3fqr	LDPE	GRANT - ON WHSE	Boxes	2,866	0.4110	WESTLAKE	LDW10920E	PE	Off Grade
32467*11	1.97M .9167D 0/0 GRANULAR MIX	LLDPE	PLASTIC EXPRESS-CITY OF	Boxes	107,257	0.5300	DOW	LLW2920H	PE	Off Grade
32479*11	11M 1.7lzod 150Flex	Copolymer	Plastic Exp - Kent WA	Boxes	181,143	0.5700	FORMOSA	IW12G	PP	Off Grade
32480*11	12.5M 2lzod 153Flex	Copolymer	AR-BUENA PARK		95,830	0.5600	FORMOSA	IW12G	PP	Off Grade
32481*11	11M 2lzod 144Flex	Copolymer	AR-BUENA PARK		145,780	0.5600	FORMOSA	IW12G	PP	Off Grade
32482*11	11M 2lzod 144Flex	Copolymer	PAX- NC BULK	Boxes	10,211	0.5500	FORMOSA	IW12G	PP	Off Grade
32484*11	10.25M 1.6lzod 153Flex	Copolymer	MIDSTATES-NJ	Boxes	6,330	0.5560	FORMOSA	IW12G	PP	Off Grade
32493*11	10.75M 2lzod 144Flex	Copolymer	MIDSTATES-MA		153,660	0.5500	FORMOSA	IW12G	PP	Off Grade
32496*11	18.1HLM1 .9387D	HDPE	Cotter Warehouse		11,615	0.4860	INEOS	HDW.5940F	PE	Off Grade
32504*11	12M	Homopolymer	DIRECT		-	214,380,000.0000	MGM MARKETING, INC.	HW12G	PP	Off Grade
32507*11	27.2M 4lzod YI = -2.5	Copolymer	Luckey Streator/Rail		243	0.6200	FORMOSA	TPPI35G	PP	Prime
32509*11	21M 1.8lzod 197Flex	Copolymer	Luckey Streator/Rail		520	0.6200	FORMOSA	IW20G	PP	Off Grade
32515*11	B)2.26 CA)2.03 CB)1.98 A)1.91 C2=-.305% YI=-2.2	Homopolymer	UNDERWOOD & WELD		15,880	0.5700	INEOS	HW3G	PP	Off Grade
32522*11	.77M .948D	HDPE	Luckey Streator/Rail	Storage Car	6,680	0.5540	EQUISTAR	HDW.5950F	PE	Off Grade
32533*11	2.7M .940D Hex Roto w/UVI	LLDPE	GRANT HAULAGE HAMILTON		87,120	0.5350	EQUISTAR	LLW3935R	PE	Off Grade
32539*11	6M BF	Homopolymer	AFFTON-ST. LOUIS	Boxes	145,092	0.5730	NEXUS RESIN GROUP	HW3G	PP	Off Grade
32568*11	17.8M C2=13.9% YI=-2.2	Copolymer	DAMEO		1,820	0.6450	EQUISTAR	IW20GN	PP	Off Grade
32574*11	21.5M 2lzod 177Flex	Copolymer	Luckey Streator/Rail		680	0.6000	FORMOSA	IW20G	PP	Off Grade
32583*11	20M BF	Homopolymer	PAX-NC	Boxes	46,500	0.6450	EQUISTAR	HW20G	PP	Off Grade
32591*11	41.6M C2=4.4% Clarified Millad 3988 possible liner	Random Copolymer	G&D, TN		47,120	0.6300	EQUISTAR	RW40GC	PP	Off Grade
32598*11	4.31M .9236D	LLDPE	PLASTIC EXPRESS- SANTA FE		192,000	0.5640	DOW	LLW3920BM	PE	Off Grade
32600*11	.20M .940D	HDPE	PDI-LACHINE		72,371	0.5300	INEOS	HDW.5940F	PE	Off Grade
32632*11	20-40M 1.3-1.8 lzod	Random Copolymer	PAX-NC	Boxes	5,987	0.5400	PLASTIC SOLUTIONS, INC	RW30G	PP	Off Grade
32632*11	26M 1.7lzod	Random Copolymer	PAX-NC	Boxes	41,618	0.5400	PLASTIC SOLUTIONS, INC	RW30G	PP	Off Grade
32632*11	24M 1.8lzod	Random Copolymer	PAX-NC	Boxes	51,909	0.5400	PLASTIC SOLUTIONS, INC	RW30G	PP	Off Grade
32632*11	36M 1.3lzod	Random Copolymer	PAX-NC	Boxes	44,931	0.5400	PLASTIC SOLUTIONS, INC	RW30G	PP	Off Grade
32637*11	8.02M .9586D 0/0	HDPE	PDI-LACHINE		1,712	0.6000	DOW	HDW9960C	PE	Off Grade
32643*11	.2-.3M .949D	HDPE	PLASTIC EXPRESS- SANTA FE		46,110	0.6000	BA/CH POLYMERS	HDW.5950F	PE	Off Grade
32651*11	16-20M	Homopolymer	G&D, TN	Super Sacks	42,500	0.5600	INEOS	HW12G	PP	Off Grade
32658*11	4M 2.6lzod	Copolymer	Luckey Streator/Rail		144,720	0.5450	FLINT HILLS	IW3G	PP	Off Grade
32665*11	11.7M Nuc and Stat/Lube possible metal	Homopolymer	AFFTON-KANSAS	Boxes	35,087	0.5820	INEOS	HW12G	PP	Off Grade
32673*11	15.5-22.9M .951-.953D	HDPE	LUCKEY-STREATOR		146,420	0.5920	INEOS	HDW22950	PE	Off Grade
32679*11	TR-130	HDPE	PLASTIC EXPRESS-CITY OF		55	0.6600	ASIA CHEMICAL CORP., INC.	HDW.5940F	PE	Off Grade
771866*11	.35M .9549	HDPE	ASW	Boxes	1,704	0.6750	INEOS	TPP95503	PE	Prime
97211*11	.07 MELT .948 0/0	HDPE	PAX-TN	Boxes	1,806	0.6000	DOW	HDW15950HLM1	PE	Off Grade
<b>Total</b>					<b>9,214,187</b>					

**Schedule 2.4**

**Executory Contracts and Unexpired Leases to be Assumed and Assigned**

NONE

## **Schedule 3.1**

### **Purchase Price Adjustment**

Schedule 3.1. The Purchase Price shall be adjusted at the time of Closing by the amount of inventory sold by the Seller prior to the date on which the Bankruptcy Court enters the Bid Procedures Order, plus the difference in the test count of the inventory as detailed on the attached and the schedule of inventory provided to the Buyer by the Seller on October 27, 2015 attached to Schedule 2.1



Schedule 3.1

Table from attachment to Schedule 2.1 (Inventory as of 10/27/2015)

PE/PP	Grade	Type	Quantity in LBS Per Warehouse Report	Market Value
PE	Off Grade	HDPE	807,600	0.4410
		LDPE	569,155	0.4410
		LLDPE	784,620	0.4200
		MLLDPE	26,088	0.4200
	Prime	HDPE	133,062	0.5250
		LDPE	21,874	0.6300
		LLDPE	372,165	0.6300
		MDPE	81,035	0.5775
PET	Prime	PET	41,695	0.5250
PP	Off Grade	Copolymer	2,582,135	0.4935
		Homopolymer	757,601	0.4725
		Random Copolymer	1,662,511	0.4725
	Prime	Copolymer	546,507	0.5775
		Homopolymer	28,517	0.5460
		Random Copolymer	351,035	0.5775
PS	Off Grade	Polystyrene	425,149	0.5250
TPE/TPR	Prime	TPE/TPR	23,440	0.9450

**Shipments**

Inventory will be reduced for all shipments based on the value in table 2.1. By way of example if the Seller ships 10,000 pounds of “off grade HDPE” the Purchase Price Adjustment will be \$4,410.

**Physical Inventory Count**

Prior to Closing Seller and Buyer shall jointly conduct a test count of approximately 15% of the debtors inventory (“Test Count”). The test count will be conducted as follows

- Representatives of the Buyer and Seller will randomly select boxes of inventory.
- The boxes will be weighed and compared versus the warehouse reports
- A schedule (“Test Count Schedule”) showing each box, it’s Category, the weight reported in the warehouse report, and the result of the Test Count will be prepared.
- The Test Count Schedule will be summarized by Category creating a variance by Category expressed as a percentage of the amount on the warehouse report (“Variance”)
- The Variance will be applied to the original amount on table 2.1 to calculate an adjustment (“Inventory Adjustment”)
- The Purchase Price Adjustment will be the Inventory Adjustment multiplied by the Market Value in table 2.1

By way of example 5 boxes of HDPE are tested

Box	Category	Quantity in LBS Per Warehouse Report	Test Count Result (in LBS)	Variance	Variance %
1	Off Grade HDPE	1,500	1,500	-	
2	Off Grade HDPE	1,600	1,500	100	
3	Off Grade HDPE	1,400	1,250	150	
4	Off Grade HDPE	1,250	1,300	(50)	
5	Off Grade HDPE	1,000	1,000	-	
<b>Total of all Tested Off Grade HDPE</b>		<b>6,750</b>	<b>6,550</b>	<b>200</b>	<b>2.96%</b>

The aggregate variance is 200 pounds or 2.96% of the amount of the boxes on the Warehouse Report.

The 2.96% is used to calculate an adjustment to the pounds purchased of 26,539.55.

PE/PP	Grade	Type	Quantity in LBS Per Warehouse Report	Market Value	Variance %	Inventory Adjustment (In LBS)	Purchase Price Adjstment
PE	Off Grade	HDPE	807,600	0.4410	2.96%	(23,928.89)	(10,552.64)

Using the market value of \$0.4410 per pound reported in table 2.1 the Purchase Price adjustment for “Off Grade HDPE” is \$10,552.64.

**Schedule 3.2**

**Allocation**

\$3.6 Million for the Inventory, less the Purchase Price Adjustment

\$100,000 for all other assets

**Schedule 5.6**

**Brokers or Finders**

Gordian Group LLC – 2% of the Purchase Price as defined in Section 3.1

**Exhibit A**

**Bill of Sale**

This Bill of Sale (the "Bill of Sale") is made and entered into by and between Thornton and Company, Inc. ("Seller"), and \_\_\_\_\_ ("Buyer").

**WITNESSETH:**

WHEREAS, pursuant to that certain Asset Purchase Agreement dated \_\_\_\_\_, 2015 (the "Agreement") by and between Seller and Buyer, Seller is conveying to Buyer all rights, title and interests of Seller in and to any and all Purchased Assets (as such term is defined in the Agreement) "as is," and "where is."

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, the receipt and sufficiency of which are hereby acknowledged and confessed by Seller, effective as of 12:01 a.m. on the Sale Date (the "Effective Time"), Seller does hereby ASSIGN, TRANSFER, SET OVER, CONVEY, and DELIVER to Buyer, its successors and assigns, all of its rights, title, and interests in and to the Purchased Assets.

TO HAVE AND TO HOLD the Purchased Assets unto Buyer, its successors and assigns, forever, free and clear of all liens, security interests and encumbrances, so that neither Seller, its successors or assigns or any third parties shall have, claim or demand any right or title thereto as of the Effective Time.

Seller and Buyer may execute this Bill of Sale in any number of counterparts, separately or together.

Except as provided in the Agreement, this is the final and exclusive expression of the agreement of Seller and Buyer as to the subject matter hereof, and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale. In the event of a conflict between the terms of this Bill of Sale and the Agreement, the Agreement shall control. Capitalized terms used in this Bill of Sale shall, unless defined herein, have the meanings given to such terms in the Agreement.

[Asset Purchased List Attached]  
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale to be effective as of the Effective Time.

**SELLER:**

THORNTON & CO., INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit B

### Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated \_\_\_\_\_, 2015, is between Thornton and Company, Inc. (“Assignor”), and \_\_\_\_\_ (“Assignee”). Assignor and Assignee are sometimes collectively referred to as the “Parties” and individually referred to as a “Party”.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated \_\_\_\_\_, 2015 (the “Purchase Agreement”) by and between Assignor and Assignee, Assignor desires to assign its rights, and Assignee desires to assume Assignor’s obligations, under the contracts listed or described on Exhibit A hereto (the “Assumed Liabilities”) pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

(a) Effective Time. This Agreement and the assignment and assumption provided for in this Agreement shall be effective at 12:01 a.m. on the Sale Date (the “Effective Time”).

(b) Assignment by Assignor. As of the Effective Time, Assignor hereby transfers, assigns, conveys and delivers to Assignee, all of its rights under contracts listed on Exhibit A.

(c) Assumption by Assignee. Assignee hereby fully and completely assumes and agrees to perform all of the duties, liabilities, and obligations of Assignor arising from and after the Effective Time.

(d) Counterparts; Further Assurances. The Parties may execute this Agreement in any number of counterparts, separately or together. The Parties shall from time to time execute and deliver to each other such other documents, in form and substance satisfactory to the other, as may be necessary or appropriate to more fully accomplish the assignment and assumption contemplated hereby.

(e) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

(f) Entire Agreement, Etc. This Agreement and the Purchase Agreement constitutes the entire agreement of the Parties with respect to the subject matter

hereof. In the event of a conflict between the terms of this Agreement and the Purchase Agreement, the Purchase Agreement shall control. Capitalized terms used in this Agreement shall, unless defined herein, have the meaning given to such terms in the Purchase Agreement.

(g) Governing Law; Venue. This Agreement and the rights and obligations of the Parties shall be governed by, construed, and enforced in accordance with laws of Connecticut.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement to be effective as of the Effective Time.

**ASSIGNOR:**

THORNTON & CO., INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_