1372
0467

Permit No.	Scan Date	DIN
P1287	**12/11/2014**	**22481**

RECEIVED
December 10, 2014
Solid Waste Section
Asheville Regional Office

BK:01372 PG:0467

APPROVED DOCUMENT
Division of Waste Management
Solid Waste Section
Date June 5, 2015 By

Digitally signed by LYF
DN: cn=LYF, o=DWM, ou=SWS, email=larry.frost@ncdenr.gov, c=US
Date: 2015.06.05 13:38:23 -04'00'

FILED
LEE COUNTY
MOLLIE A. MCINNIS
REGISTER OF DEEDS

FILED	Nov 13, 2014
AT	01:41:28 pm
BOOK	01372
START PAGE	0467
END PAGE	0476
INSTRUMENT #	06088

Lee County 11-13-2014
NORTH CAROLINA
Real Estate
Excise Tax $7,000.00

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: **$7,000.00**

Parcel Identifier No. **9654-38-3247 (portion), 9654-58-2312, 9654-68-2373, 9655-81-9374 and 9655-62-2672** Verified by _____ County on the ____ day of_____, 2014 By:_____

Mail/Box to: **Moore & Van Allen PLLC (MPH), 100 N. Tryon Street. Suite 4700, Charlotte, NC 28202**

This instrument was prepared by: **Bradshaw & Robinson, LLP, P.O. Box 607, Pittsboro, NC 27312 (without title examination)**

Brief description for the Index: **410.56 acres, more or less, West Sanford Township, Lee County**

THIS DEED made this **13th** day of **November**, 20**14** **(the "Effective Date")**, by and between

GRANTOR	GRANTEE
GENERAL SHALE BRICK, INC., a Delaware corporation	**GREEN MEADOW, LLC,** a North Carolina limited liability company
3015 Bristol Highway Johnson City, Tennessee 37601	12601 Plantside Drive Louisville, Kentucky 40299

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in **West Sanford** Township, **Lee** County, North Carolina and more particularly described as follows (the "**Property**"):

Being all of that certain parcel or tract of land containing 410.56 acres, more or less, as shown on map or plat entitled, "Recombination Survey of General Shale Brick, Inc. Property for Charah, Inc.," prepared by WNC Professional Engineers & Surveyors recorded in Plat Slide 2014- 110, Lee County Public Registry, reference to which is hereby made for a more particular description.

The Property was acquired by Grantor by instruments recorded in Book **584**, Page **50**, and in Book **1067**, Page **682, Lee County Registry. Grantor is the successor-by-merger to Cherokee Sanford Group, LLC, a Delaware limited liability company**.

All or a portion of the Property does not include the primary residence of the Grantor.

Grantor hereby expressly conveys the Property subject to, and Grantor hereby expressly reserves from this conveyance, the Use Restriction, and all other terms and conditions, and rights of the Grantor, pursuant to Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions:

1. **Any defects in, interests in, objections to, exceptions to, or conditions, liens, encumbrances or other matters of record relating to the title to the Property, whether evidenced by written instrument, or, if not evidenced by written instrument, then any such matters that would be revealed by an accurate survey of the Property completed on the Effective Date in accordance with exception #7, below.**
2. **Any encroachments upon or by the Property, any boundary disputes or conflicts regarding the boundaries of the Property, any claims, rights-of-way, easements, restrictions and restrictive covenants upon or relating to the Property, any encumbrances or other title defect(s), and the terms, provisions and conditions set forth in any instruments evidencing or referring to any such defects, exceptions, conditions, liens, encumbrances, overlaps, encroachments or boundary disputes or other matters.**
3. **All matters listed in Schedule B – Section II of the ALTA Commitment Form Commitment for Title Insurance issued by Chicago Title Insurance Company as Commitment Number 14-12874CH (Revision 7, dated November 7, 2014), which matters are incorporated herein by reference.**
4. **The lien of non-delinquent real property taxes and assessments, and any other non-delinquent impositions or exactions of any governmental or quasi-governmental authority or body politic, or political subdivision, agency or department thereof.**
5. **Any service, installation, connection, maintenance or construction charges due subsequent to the Effective Date.**
6. **The effect of any federal, state or municipal laws, rules, regulations or ordinances having applicability to the Property, or any portion thereof, or the use or enjoyment of the same, whether now or hereafter in effect, including, but not limited to, zoning, building, health, safety and environmental laws, rules and regulations, and notices of record relating thereto.**
7. **Any defects in, interests in, objection to, exceptions to, or conditions, liens, encumbrances or other matters that would have been disclosed on a current ALTA/ACSM Land Title Survey of the Property prepared as of the Effective Date in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys jointly established and adopted by ALTA, ACSM and NSPS.**
8. **Any discrepancies, shortages in area, or state of facts which an inspection of the Property would disclose and which are not shown by the public records.**
9. **Any creditors' rights exceptions customarily taken by title insurance companies.**

[The remainder of this page is intentionally left blank; Grantor's signature is on the following page.]

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

GENERAL SHALE BRICK, INC.,
a Delaware corporation

By: Kevin H. Ham
Kevin H. Ham, Vice President

State of Tennessee - County of Washington

I, the undersigned Notary Public of the County of Washington and State aforesaid, certify that **Kevin H. Ham** personally came before me this day and acknowledged that he is the **Vice President** of **General Shale Brick, Inc., a Delaware corporation**, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 5 day of November, 2014.

Tammy Carter
Tammy Carter Notary Public
Notary's Printed or Typed Name

My Commission Expires: 6-29-2016
(Affix Seal)

TAMMY CARTER
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

EXHIBIT A TO
NORTH CAROLINA SPECIAL WARRANTY DEED

THIS EXHIBIT A TO NORTH CAROLINA SPECIAL WARRANTY DEED (this "**Agreement**") is entered into as of November 13, 2014 (the "**Effective Date**") by and between GENERAL SHALE BRICK, INC., a Delaware corporation (the "**Grantor**") and GREEN MEADOW, LLC, a North Carolina limited liability company (the "**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WITNESSETH:

THAT, WHEREAS, the Parties entered into that certain Agreement for Purchase and Sale of Property dated November 12, 2014 (the "**Contract**"); and

WHEREAS, the Parties wish to provide record notice of certain terms of the Contract including, but not limited to, matters regarding the Use Restriction.

NOW, THEREFORE, in consideration of ten dollars ($10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

SECTION 1. Declaration of Covenants. Grantor, with the joinder and the consent of the Grantee, hereby declares that the Property shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, which shall encumber the title to the Property and shall be binding upon all persons now having or hereafter acquiring any right, title, or interest in the Property, and their respective heirs, successors, and assigns, and which shall inure to the benefit of the Grantor, its successors and assigns (the "**Use Restriction**"):

(a) Use Restriction. Prior to October 31, 2049, the Property shall not be used for the production, manufacturing, storage, transportation or distribution of bricks, ceramic clay products or concrete masonry units. This restriction on use shall run with the title to the Property and shall be enforceable by Grantee, its successors and assigns. The Use Restriction shall expire and be null and void without further action of any Party on October 31, 2049 at 11:59 p.m. (local time).

SECTION 2. Environmental Release. Grantee, on behalf of itself and its members, managers and affiliates and each of their respective successors and assigns (collectively, the "**Releasors**"), as of the Effective Date, hereby waives, releases, and absolutely and forever discharges Grantor and its officers, directors, shareholders, subsidiaries, affiliates, employees, agents and representatives, and their respective heirs, successors and assigns (collectively, the "**Releasees**"), from any and all present or future rights, claims, actions, causes of action, demands, damages, liabilities, attorneys' fees, costs, fines, penalties and expenses of every kind and nature whatsoever, now known or unknown, direct or indirect, which any of the Releasors may have with respect to any of the Releasees, directly or indirectly arising from or relating to (x) the presence or alleged presence of Hazardous Materials in, on, under, about, originating from or relating to the Property if such Hazardous Materials were present at the Property on or prior to the Effective Date including, without limitation, any such claims under or on account of any Environmental Law or this Agreement, (y) any violation or alleged violation of any Environmental Law in connection with the Property that occurred or is alleged to have occurred on or prior to the Effective Date, and (z) the ownership, use, occupancy or operation of the Property by Releasees on and prior to the Effective Date, including the use and/or operation of the Property for the mining of clay or other mineral substances, and the conduct of any activities affecting the air, soil and/or water of the Property, and activities related to the foregoing.

SECTION 3. Environmental Indemnity. From and after the Effective Date, Grantee shall indemnify, defend and hold harmless Grantor and the other Releasees (individually, a "**Grantor Indemnitee**" and collectively, "**Grantor Indemnitees**") from and against, and pay for (a) any and all actions, allegations, appeals, causes of action (including removal and remedial actions), claims, demands, investigations, and lawsuits, of any kind, brought by Grantee, a third party or any government entity against any Grantor Indemnitees based on, or arising or resulting from (1) the actual or alleged presence of Hazardous Materials at, on, under or adjacent to the Property, to the extent such Hazardous Material was first present or first alleged to be present at, on, under or adjacent to the Property on or after the Effective Date, (2) any activity by Grantee, or any Person affiliated with Grantee, in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other Release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, arrangement for disposal, handling, transfer or transportation to or from the Property of any Hazardous Materials at any time located in, under, on or above the Property, (3) the imposition, recording or filing or the threatened imposition, recording or filing of any Environmental Lien encumbering the Property relating in any way to the activities conducted on, or operation or use of, the Property on or after the Effective Date; (4) any actual or threatened injury to, destruction of, or loss of natural resources in any way connected with the Property arising on or after the Effective Date, including, but not limited to, costs to investigate and assess such injury, destruction or loss relating in any way to the activities conducted on, or operation or use of, the Property on or after the Effective Date; (5) any personal injury, wrongful death, or property or other damage arising on or after the Effective Date under any statutory or common law or tort law theory, related to environmental hazards on the Property, including, but not limited to, damages assessed for private or public nuisance or for the conducting of an abnormally dangerous activity on the Property relating in any way to the activities conducted on, or operation or use of, the Property on or after the Effective Date; and (6) any Environmental Claim relating in any way to the Grantee's operation or use of the Property on or after the Effective Date (individually, a "**Claim**" and collectively, "**Claims**"); and (b) any and all assessments, civil penalties, out-of-pocket costs and expenses (including court costs and reasonable attorneys' fees) actually incurred by a Grantor Indemnitee (but excluding costs and expenses of defending any Claim incurred by any such Grantor Indemnitee after Grantee has accepted and is diligently pursuing defense of such Claim, unless such costs and expenses of defending such Claim are incurred with Grantee's prior written consent), damages (including consequential and punitive damages awarded to any third-party), decrees, fines, judgments, liabilities (including for strict liability), losses, obligations, orders and penalties (whether compensatory or punitive) which may be assessed against or suffered or incurred by any Grantor Indemnitee based upon, or arising or resulting from (i) any Claim that is (y) owed to Grantee, a third-party or any governmental entity, or (z) related to any remedial actions to the Property required of Grantor under any applicable Environmental Law; or (ii) to the extent arising out of, relating to or resulting from the Release or Threatened Release of Hazardous Materials from the Property to, on, under, adjacent to, or otherwise affecting the real property owned by Grantor (including as successor in interest to Cherokee Sanford Group, LLC, a Delaware limited liability company), or General Shale, Inc., on the date hereof (the "**Subject Property**"), any remedial actions reasonably appropriate to enable clay to be mined from the Subject Property or required to comply with applicable Environmental Law, including, without limitation, action to (x) test, identify, investigate and monitor such Hazardous Materials or Release, and (y) clean-up, contain and remove such Hazardous Materials (all of the foregoing, collectively, "**Losses**").

In the event that any Grantor Indemnitee receives written notice of the assertion of any Claim by any third-party or any governmental entity with respect to which the Grantee is required to provide indemnification under this Agreement, the Grantor Indemnitee shall provide Grantee with prompt written notice (a "**Claim Notice**") of any Claim for which indemnity is sought, which Claim Notice shall set forth in reasonable detail a statement of the pertinent facts known to the Grantor Indemnitee concerning the Claim(s) that are the subject of the Claim Notice; provided, however, that any failure by a Grantor Indemnitee to give a timely, complete or accurate Claim Notice shall not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, Grantee's defense of any such Claim was materially and adversely prejudiced. Grantee shall have the right, upon delivering written notice (the "**Defense Notice**") to the Grantor Indemnitee within six (6) months after receipt from a Grantor Indemnitee of a Claim Notice, to assume and conduct, at Grantee's sole cost and expense, the defense against those Claims identified in the Claim Notice that are identified in the Defense Notice; provided, however, that (i) delivery by Grantee of a Defense Notice shall constitute Grantee's irrevocable agreement that the Grantor Indemnitee(s) are entitled to

indemnification under this Agreement with respect to the Claims set forth in the Defense Notice, and (ii) Grantor shall have the right to approve the defense counsel engaged by Grantee, such approval not to be unreasonably withheld, conditioned or delayed (provided that Grantor hereby approves Moore & Van Allen PLLC). In the event that Grantee shall fail to give a Defense Notice for any Claims identified in the Claims Notice within six (6) months after receipt from a Grantor Indemnitee of such Claim Notice, then in any such event the Grantor Indemnitees shall have the right to conduct the defense of the Claims identified in the Claim Notice in good faith, provided that Grantor Indemnitees shall be prohibited from compromising or settling any such Claims without the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. In order to seek Grantee's consent, a Grantor Indemnitee must provide to Grantee written notice detailing all of the terms, conditions and obligations of any proposed settlement or compromise, including providing a copy of any proposed settlement agreement or other contractual arrangement to be executed by parties to the proposed settlement or compromise (a "**Grantor Indemnitee Settlement Notice**"). If Grantee does not provide to the respective Grantor Indemnitee(s) a written response to a Grantor Indemnitee Settlement Notice within twenty (20) Business Days of Grantee's receipt of the Grantor Indemnitee Settlement Notice (as provided in Section 18(b) herein), then Grantee's consent will be deemed given to the respective Grantor Indemnitee. In the event the Grantee does timely deliver a Defense Notice and thereby elects to conduct the defense of the Claims identified in the Defense Notice, the Grantor Indemnitees will cooperate with and make available to the Grantee such assistance and materials as Grantee may reasonably request, all at the sole cost and expense of Grantee. Regardless of which party defends such Claims, the other party hereto shall have the right at its own cost and expense to participate in the defense assisted by counsel of its own choosing. Without the prior written consent of the Grantor Indemnitees, which shall not be unreasonably withheld, conditioned or delayed, Grantee shall not approve the entry of any judgment or enter into any settlement or compromise of any such Claims if (a) pursuant to or as a result of such judgment, settlement or compromise, such judgment, settlement or compromise would lead to liability or create any financial or other obligation on the part of any Grantor Indemnitee for which the Grantor Indemnitee is not fully indemnified and made whole hereunder, (b) the terms of such judgment, settlement or compromise do not provide for a full and complete release of all such Claims in favor of each Grantor Indemnitee that is the subject of the Claim, and (c) injunctive or other equitable relief will be imposed against any Grantor Indemnitee. In order to seek a Grantor Indemnitee's consent, Grantee must provide to the Grantor Indemnitee written notice detailing all of the terms, conditions and obligations of any proposed judgment, settlement or compromise, including providing a copy of any proposed settlement agreement or other contractual arrangement to be executed by parties to the proposed settlement or compromise (a "**Grantee Settlement Notice**"). If a Grantor Indemnitee does not provide to Grantee a written response to a Grantee Settlement Notice, within twenty (20) Business Days of the Grantor Indemnitee's receipt of the Grantee Settlement Notice (as provided under Section 4 herein), then the Grantor Indemnitee's consent shall be deemed given to the Grantee. Any judgment entered or settlement or compromise agreed upon as set forth in a Grantor Indemnitee Settlement Notice that is consented to by Grantee or a Grantee Settlement Notice that is consented to by Grantor, in the manner provided herein, shall be binding upon Grantee, and shall be conclusively deemed to be an obligation with respect to which the Grantor Indemnitees are entitled to prompt indemnification hereunder, subject to Grantee's right to appeal an appealable judgment or order.

For purposes of this Agreement, the term "**Hazardous Materials**" means chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, radioactive materials or genetically modified organisms, which are, have been or become regulated by any federal, state or local government authority including, without limitation, (w) petroleum or any fraction thereof, (x) asbestos, (y) any substance or material defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601), or (z) any substance or material defined as a "hazardous chemical" pursuant to the federal Hazard Communication Standard (29 C.F.R. § 1910.1200); the term "**Environmental Claim**" means any claim, action, cause of action, investigation, or notice (written or oral) by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damages, personal injuries, or civil or criminal penalties) arising out of or resulting from (yy) the actual or alleged presence or release into the environment of any Hazardous Materials at any location, whether or not owned or operated by the Grantor, or (zz) circumstances forming the basis of any actual or alleged violation of any Environmental Law; and the term "**Environmental Law**" means all federal, state, local, and foreign laws and regulations relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, ground

water, wetlands, land surface, subsurface strata, and indoor and outdoor workplace), including, without limitation, (yyy) laws and regulations relating to emissions, discharges, releases, or threatened releases of Hazardous Materials, and (zzz) common law principles of tort liability. The terms "**Release**" and "**Threatened Release**" shall have the meanings defined under Environmental Law. The term "**Environmental Lien**" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement arising pursuant to any Environmental Law or as a result of the presence, Release or threatened Release or disposal of any Hazardous Materials. Grantee and Grantor agree that, in the event of any Release or Threatened Release of Hazardous Materials in, at, on, under, about, originating from or relating to the Property, or any Claims or Losses relating thereto, then (i) there shall be a presumption that such Hazardous Materials were first introduced and first present in, at, on, under or about the Property after the Effective Date, and (ii) Grantee shall bear the burden of proof if Grantee claims or asserts that such Hazardous Materials were present in, at, on, under or about the Property on or prior to the Effective Date.

Grantee agrees that it shall not sell, assign or otherwise transfer any of the Property unless the purchaser, assignee or transferee thereof, at or prior to such sale, assignment or transfer, agrees in writing (x) to be bound by and comply with the terms of this Section 3 as if it were the Grantee hereunder, and (y) that Grantor is an intended beneficiary of such writing. The immediately preceding sentence shall expire and be of no further force and effect at such time as none of the following owns any portion of the Subject Property: (i) Grantor, (ii) Grantor's affiliates, (iii) any successor to all or substantially all of the business of Grantor or its affiliates, and (iv) any direct or indirect subsidiary of Wienerberger AG.

SECTION 4. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when deposited in Federal Express (or any other reputable national "next day" delivery service) or in the United States mail via registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

GRANTOR: General Shale Brick, Inc.
3015 Bristol Highway
Johnson City, Tennessee 37601
Attn: Real Estate Department
Phone: (423) 282-4661

and a copy (which shall not constitute notice) to: John A. Flaherty, Esq.
Dickstein Shapiro LLP
One Stamford Plaza
263 Tresser Blvd
Stamford, CT 06902
Phone: (203) 905-4527

GRANTEE: Green Meadows, LLC
12601 Plantside Drive
Louisville, KY 40299
Phone: (502) 245-1353

and a copy (which shall not constitute notice) to:

Moore & Van Allen PLLC
100 N. Tryon Street, Suite 4700
Charlotte, North Carolina 28202-4003
Attention: Henry B. Ward, III
Phone: (704) 331-1027

Either Party may, from time to time, by notice as herein provided, designate a different address to which notices shall be sent. Rejection or other refusal to accept or inability to deliver a notice required hereunder because of a changed address of which no notice was given shall be deemed to be receipt of the notice. Grantee and Grantor agree that the counsel for the Parties may deliver notice on behalf of the Parties.

SECTION 7. General Provisions.

(a) Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, without giving effect to its conflict of laws provisions.

(b) Entire Agreement. This Agreement and the Contract contain the entire understanding and agreement by and between the Parties with respect to the Use Restriction, and all prior or contemporaneous oral or written agreements regarding the Use Restriction, except for the Contract, are merged herein.

(c) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective heirs, successors and assigns.

(d) Severability. If any term or provision, or any portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(e) Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words set forth therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Agreement.

(f) No Waiver. Failure of any Party to insist upon compliance of any provision of this Agreement shall not constitute a waiver of the rights of such Party to subsequently insist upon compliance with that provision or any other provision of this Agreement, nor in any way to affect the validity of all or any part of this Agreement.

(g) Amendment. No amendment to this Agreement shall be effective unless made in a writing signed by the Parties, or their respective successors and assigns, and recorded on the Lee County Registry.

[The remainder of this page is intentionally left blank; signatures begin on the following page.]

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Agreement as of the day and year first above written.

GENERAL SHALE BRICK, INC.,
a Delaware corporation

By: Kevin H. Ham
Kevin H. Ham, Vice President

State of Tennessee - County of Washington

I, the undersigned Notary Public of the County of Washington and State aforesaid, certify that **Kevin H. Ham** personally came before me this day and acknowledged that he is the **Vice President** of **General Shale Brick, Inc., a Delaware corporation**, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 5 day of November, 2014.

Tammy Carter
Tammy Carter, Notary Public
Notary's Printed or Typed Name

My Commission Expires:
6-29-2016

(Affix Seal)

TAMMY CARTER
STATE OF TENNESSEE NOTARY PUBLIC
WASHINGTON COUNTY

[The remainder of this page is intentionally left blank; Grantee's signature is on the following page.]

GREEN MEADOW, LLC,
a North Carolina limited liability company

By: Charah, Inc., its Member/Manager

By: Charles E Price

Print Name: Charles E. Price

Title: President & CEO

State of Kentucky - County of Johnson

I, the undersigned Notary Public of the County of Johnson and State aforesaid, certify that **Charles E. Price** personally came before me this day and acknowledged that he is the President & CEO of Charah, Inc., the Member/Manager of **Green Meadow, LLC, a North Carolina limited liability company**, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 3rd day of November, 2014.

Karen R Davis
KAREN R DAVIS, Notary Public
Notary's Printed or Typed Name

My Commission Expires:
8-1-2017

(Affix Seal)

KAREN R. DAVIS NOTARY PUBLIC STATE OF KENTUCKY