

**SECOND AMENDMENT TO WORK MANAGEMENT AND COST SHARING
AGREEMENT AT FORMER DEPTFORD LANDFILL SITE**

This Agreement (the “Second Amendment”) is entered into as of this ____ day of August, 2017 by and between Greenfield Environmental Savannah Trust, LLC, not individually but solely in its representative capacity as Trustee of the Savannah Environmental Response Trust (the “Property Owner” or the “Savannah Trust”), the Mayor and Aldermen of the City of Savannah (the “City”) and Sulfco, a wholly owned subsidiary of Dulany Industries, Inc. (“Sulfco”) regarding the former Deptford Landfill site (the “Site”). This Second Amendment amends the Work Management and Cost-Sharing Agreement At Former Deptford Landfill Site dated June 23, 2003, a copy of which is incorporated herein by this reference (as amended by letter agreement dated November 19, 2011 and this Second Amendment, collectively, the “Agreement”), regarding the Site. Sulfco, LLC (“Sulfco”) enters into this Second Amendment to the Agreement for the purposes set forth below. Collectively, the Property Owner, the City and Sulfco shall be referred to herein as the “Parties.”

This Second Amendment memorializes and sets forth the Parties’ agreement on the allocation and payment of all present and future costs, fees and expenses associated with the Site, including, without limitation, those related to completing the construction work as outlined in sections 3.1 and 3.2 in the amendment (the “CAP Amendment”) to the existing Site-specific corrective action plan (the “CAP”) submitted to the Georgia Environmental Protection Division (“EPD”) dated July 21, 2017. The Parties acknowledge that each has reviewed the CAP and the CAP Amendment and agree that the CAP and the CAP Amendment are incorporated into this Second Amendment to the Agreement by this reference. The Parties have been informed that

costs associated with completing the work described in sections 3.1 and 3.2 of the CAP Amendment (the “CAP Amendment Shared Costs”) are estimated to be \$350,000. The Parties have agreed to procure EPD’s approval to the CAP Amendment as a way to address (1) damage to the Site caused by Hurricane Matthew and (2) facilitation of the construction, installation and maintenance of a solar farm project recently awarded by Georgia Power on a portion of the Site.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Property Owner, Sulfco and the City agree that the Agreement shall be amended pursuant to Paragraph 18 of the Agreement as follows:

1. Paragraph 5.1 of the Agreement is amended so that the City shall be responsible for 28.5% of the CAP Amendment Shared Costs (but limited to no more than \$100,000 in total) and the Property Owner shall be responsible for 71.5% of the CAP Amendment Shared Costs;
2. Paragraph 5.2 of the Agreement is amended to remove the limit on Shared Costs (as defined in the Agreement) so that the Parties shall bear their agreed-upon percentage allocation (the City’s share being 75% and the Property Owner’s share being 25%) for all Site-related work and obligations without reference to a limit on Shared Costs; and
3. The City, the Property Owner and, by its signature below, Sulfco agree that, from and after Sulfco’s purchase of the former Tronox/Kerr-McGee facility located in Savannah, Georgia (which facility includes the Site), but not prior to such time, Sulfco shall automatically and without need for any further assignment and assumption become the Property Owner under this Second Amendment and the Agreement and that the Savannah Trust shall automatically be removed as the Property Owner and released from any and all liability and obligations, whether past, present or future and whether known or unknown, with respect to the Site and/or the Agreement.
4. Sulfco covenants and agrees that one hundred percent (100%) of the lease payments received by Sulfco from Georgia Power for the solar project referenced in the amended CAP will be directly applied to the City’s share of the annual groundwater monitoring costs for the Deptford tract area.

All of the remaining terms of the Agreement, as amended, shall remain in full force and

effect.

In witness whereof, the parties have executed this Second Amendment as of the day and year set out above.

Witness

Sworn to and subscribed before me this
___ day of August, 2017

Notary Public

GREENFIELD ENVIRONMENTAL
SAVANNAH TRUST, LLC, TRUSTEE OF
THE SAVANNAH ENVIRONMENTAL
RESPONSE TRUST

By: Greenfield Environmental Trust Group,
Inc., Member

Name: Marc Weinreich
Title: Vice President

Witness

Sworn to and subscribed before me this
___ day of August, 2017

Notary Public

THE MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH

Name: Robert Hernandez
Title: City Manager

Witness

Sworn to and subscribed before me this
___ day of August, 2017

Notary Public

SULFCO, LLC

Name: _____
Title: _____