

EXHIBIT “B”

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

BETWEEN

FREEDOM INDUSTRIES, INC.,
as Seller

AND

LEXYCON, LLC
as Buyer

Dated as of May 5, 2014

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of May 5, 2014, is made between FREEDOM INDUSTRIES, INC., a West Virginia corporation ("Seller") and Lexycon, LLC, a Florida limited liability company formed for the purpose of the Transaction ("Buyer").

RECITAL

WHEREAS, Seller is primarily engaged in the business of producing specialty chemicals for the mining, steel and cement industries at two facilities in West Virginia.

WHEREAS, on January 14, 2014, (the "Filing Date") the Seller filed a voluntary petition for (the "Chapter 11 Case") relief under chapter 11 of Title 11 to the United States Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of West Virginia (Charleston Division) (the "Bankruptcy Court") at Case No. 2:14-BK-20017.

WHEREAS, by order of Bankruptcy Court dated March 18, 2014, Mark Welch was appointed Chief Restructuring Officer ("CRO") of Seller, and in this capacity has been authorized to act for and on behalf of himself.

WHEREAS, the Buyer desires to purchase and the Seller intends to sell, transfer and convey certain assets located at the Seller's leased facility in Nitro, West Virginia commonly known as "Poca Blending Business".

WHEREAS, Seller has determined in its reasoned business judgment that it is advisable and in the best interests of the Seller, its bankruptcy estate and creditors to the Purchased Assets (defined below) as promptly as under the circumstances, and to consummate the transaction(s) provided for in this Agreement pursuant to an order of the Bankruptcy Court authorizing and approving a sale (the "Sale Order") for the Purchased Assets.

WHEREAS, Seller and Buyer (each, individually, a "Party" and collectively, the "Parties") desire to enter into this Agreement to provide for the sale by Seller to Buyer and the purchase by Buyer from Seller of the Purchased Assets on the terms and subject to the conditions set forth herein (the "Transaction").

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual and independent promises and undertakings hereinafter set forth, and subject to the terms and conditions hereinafter provided, and intending to be legally bound hereby, the Parties agree as follows.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein contained, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. As used herein, the following terms have the following meanings:

"Agreement" has the meaning set forth in the introductory paragraph hereof.

"Allocation Schedule" has the meaning set forth in Section 7.12.

"Authority" means any national, federal, state or local governmental, judicial or regulatory agency or authority within or outside the United States.

"Bankruptcy Court" has the meaning set forth in the second recital paragraph.

"Buyer" has the meaning set forth in the introductory paragraph hereof.

"Closing" has the meaning set forth in Section 10.1.

"Closing Date" has the meaning set forth in Section 10.1.

"Contracts" has the meaning set forth in Section 2.2(d).

"Earnest Money" has the meaning set forth in Section 3.1.

"Environmental Condition" means any condition that relates to (i) the emission, discharge, disposal, release or threatened release of any Hazardous Substance into the environment or (ii) the treatment, storage, recycling or other handling of any Hazardous Substance.

"Environmental Laws" means Environmental Statutes and any common law governing the contamination, pollution or protection of the environment or allocating liabilities in respect thereof.

"Environmental Statutes" means federal statutes and regulations promulgated thereunder intended to provide protection for public health and the environment, including, without limitation, the Clean Air Act, the Clean Water Act, CERCLA, the Solid Waste Disposal Act (including the Resource Conservation and Recovery Act), the Toxic Substances Control Act, their state statutory and regulatory counterparts and other substantially similar foreign statutes and regulations.

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Liabilities" has the meaning set forth in Section 2.3.

"GAAP" means generally accepted accounting principles.

"Hazardous Substance" means (i) any hazardous substance, hazardous material, hazardous waste, regulated substance or toxic substance (as those terms are defined by any applicable Environmental Laws) and (ii) any chemicals, pollutants, contaminants, or oil.

"Liability" or "Liabilities" means and includes any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, duty, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured.

"Person" means an individual, partnership (general or limited), corporation, association or other form of business organization (whether or not regarded as a legal entity under applicable law), trust, estate or any other entity.

"Personal Property" has the meaning set forth in Section 2.1(a).

"Poca Blending Business" has the meaning set forth in the third recital paragraph herein.

"Potential Purchaser" has the meaning set forth in Section 7.3

"Purchase Price" has the meaning set forth in Section 3.1.

"Related Agreements" has the meaning set forth in Section 4.1.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

"Remedial Actions" means actions required under Environmental Laws to clean up, contain or otherwise ameliorate or remedy any Environmental Condition, including, without limitation, preventing a Release or threatened Release and performing studies, investigations and monitoring.

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act.

ARTICLE II PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller at Closing all of the right, title and interest of Seller in and to the following assets, properties and rights associated with the Poca Blending Business (other than Section 2.1(f) which includes other assets of Seller) (collectively, the "Purchased Assets"):

(a) Personal Property. The machinery, equipment, parts, spare parts, computers, computer equipment, office furniture and fixtures, tools, supplies and other tangible personal property (including tanks) primarily owned, used or held for primary use in or relating to the Poca Blending Business or otherwise required to continue the Poca Blending Business as conducted on the Closing Date, including, the assets set forth in Schedule 2.1(a)(1) and Schedule 2.1(a)(2) (collectively, the "Personal Property");

(b) Inventory. The materials which are related to and produced by the Poca Blending Business, including, the inventory generally delineated by type in Schedule 2.1(b) (the "Inventory");

(c) Intangible Personal Property. All good will associated with the Poca Blending Business, the trade names, "Poca Blending", all licenses, and permits associated with Poca Blending Business (to the extent transferrable under West Virginia law), the domain name "www.pocablending.com" and subdomain names and email addresses associated therewith;

(d) Vehicles. All titled and untitled motor vehicles used in connection with the Poca Blending Business and listed in Schedule 2.1(d) hereto.

(e) Records and Customer Lists. All (i) documents related to the Poca Blending Business, including, but not limited to, production records and engineering records, (ii) purchasing and sales records and orders and contracts, accounting records, and customer vendor lists for all of Seller's businesses, and (iii) any such documents maintained in or on connection with any computer system; and

(f) Orders and Literature. All operating manuals, trading aids, purchase order forms, forms, labels, stationary, shipping materials, catalogues, brochures, art work, photographs and advertising materials related to the Poca Blending Business.

2.2 Excluded Assets. The following assets (the "Excluded Assets") to the extent that, but for this sentence, would constitute Assets, shall not be included in the Assets:

(a) all cash and cash equivalents, including cash on hand or in the bank accounts, certificates of deposit, commercial paper and securities owned, used or held for use by Seller;

(b) accounts, including accounts receivable for work performed by Seller or purchase orders filled by Seller in the course of its Business prior to the Closing Date and copies of all records and information associated therewith;

(c) all prepaid expenses, deposits and deferred charges;

(d) all contracts and rights under contracts that are not Contracts of the Debtor;

(e) all insurance policies and proceeds thereof;

(f) all claims and causes of action not specifically related to Purchased Assets;

(g) all environmental remediation sampled material including contained water and test samples and all written records and test results relating thereto; and

(h) all assets that are not Purchased Assets subject to sale pursuant to section 2.1, including without limitation, all assets of the Seller not associated with or used primarily in the Poca Blending Business.

2.3 No Assumption of Liabilities. Buyer will not assume any Liabilities and obligations of Seller relating to the Poca Blending Business, or Purchased Assets, other than Liabilities with respect to the Contracts as provided by section 365(k) of the Bankruptcy Code. Seller will remain solely responsible for all Liabilities associated with the Poca Blending Business and Purchased Assets relating to or incurred by Seller before Closing, including, without limitation the following (the "Excluded Liabilities"):

(a) Liabilities for federal, state and local income and franchise taxes and any other taxes incurred by Seller in the conduct of the Poca Blending Business or with respect to the Purchased Assets before Closing;

(b) all Liabilities and obligations relating to any employee or any employee benefits, including, without limitation, liability under the WARN Act;

(c) all Liabilities or obligations to the extent relating to the acquisition, ownership or use of any of the Excluded Assets;

(d) other than as applicable West Virginia law may require with respect to licenses and permits that constitute Purchased Assets, all Liabilities or obligations arising under Environmental Laws in connection with facts, events, conditions, actions or omissions existing on or occurring prior to Closing in the conduct of the Poca Blending Business or use of the Purchased Assets;

(e) all claims for defects of any nature whatsoever of the Inventory sold prior to the Closing or claims for product liability or under warranties associated with the Poca Blending Business, or Purchased Assets (whether known or unknown, and whether recorded or reported), in each case other than those relating to Purchased Assets produced by Buyer after Closing; and

(f) any Liability with respect to any litigation or threatened litigation, claims, obligations, damages, costs and expenses arising out of, in connection with, or as a result of the conduct of the Poca Blending Business by Seller before Closing or any use of the Purchased Assets before Closing.

ARTICLE III PURCHASE PRICE

3.1 Purchase Price. The consideration to be paid for the Purchased Assets (the "Purchase Price") shall be Five Hundred Seventy Five Thousand (\$575,000) Dollars, payable (i) One Hundred Thousand (\$100,000) Dollars by earnest money (the "Earnest Money") deposited by check or wire transfer to a mutually agreeable escrow agent; and (ii) the balance of the Purchase Price in cash by wire transfer on Closing.

ARTICLE IV RELATED AGREEMENTS

4.1 Related Agreements. In connection with the consummation of the Transaction, Seller and Buyer shall enter into each of the following agreements (collectively, the "Related Agreements") at or before the Closing:

(a) A motion under section 363 of the Bankruptcy Code authorizing the Transaction for the sale of the Purchased Assets free and clear of all liens, claims, encumbrances, and interests and with an Order in the form and substance listed in Schedule 4.1(a) (the "Sale Order"); and (b) an escrow agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that as of the date hereof and as of the Closing Date:

5.1 Organization; Qualification. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of West Virginia, and subject to the jurisdiction of the Bankruptcy Court and the Bankruptcy Code, has corporate power and authority to own all of its properties and assets and to carry on its business as it is now being conducted. Seller is duly qualified and in good standing to do business in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary except in those jurisdictions where the failure to be duly qualified and in good standing would not have a material adverse effect on the Purchased Assets and the Poca Blending Business, taken as a whole.

5.2 Authority Relative to this Agreement and the Related Agreements. Subject to the entry of the Sale Order by the Court, Seller has the corporate power and authority to execute and deliver each agreement or other document to be executed by it in connection with the transactions contemplated by this Agreement and the Related Agreements and to consummate the transactions contemplated hereby and thereby. Subject to the entry the Sale Order by the Court, the execution and delivery by Seller of each agreement or other document to be executed by it in connection with the transactions contemplated by this Agreement and the Related Agreements, and the consummation by it of any transactions contemplated on its part hereby and thereby, have been duly authorized by Seller's Board of Directors and no other corporate proceedings on the part of Seller are necessary with respect thereto. Subject to the Sale Order, this Agreement constitutes, and each agreement or other document to be executed by Seller in connection with the transactions contemplated by this Agreement (when executed and delivered by Seller) will constitute valid and binding obligations of Seller, enforceable in accordance with their terms.

5.3 Compliance with Laws. Except as set forth in Schedule 5.3, to the best knowledge, information and belief of the CRO, Seller has operated the Poca Blending Business in substantial compliance with all laws, regulations, policies, guidelines, orders, judgments or decrees of any Authority applicable to, or having jurisdiction over, Seller, the Purchased Assets

or the Poca Blending Business. Seller to the best knowledge, information and belief of the CRO has not received from any governmental authority any notice of any failure to so comply, and Seller is not currently subject to any sanction for such noncompliance.

5.4 Title to Assets. Seller has good title to all Purchased Assets and will sell, transfer and convey Purchased Assets free and clear of all liens, claims, mortgages or encumbrances and will sell, transfer and convey such good title to such Purchased Assets to Buyer upon consummation of the transactions contemplated by this Agreement.

5.5 Conduct of Business and Preservation of Assets since Filing of Voluntary Bankruptcy Petition for Relief.

(a) Between the date of the Filing of Seller's Voluntary Petition for Relief under Chapter 11 of the Bankruptcy Code (the "Filing Date") and the date hereof, with respect to the Poca Blending Business and the Purchased Assets, Seller has not:

- (i) made a disposition of Purchased Assets, other than Inventory in the ordinary course of business; or
- (ii) suffered or incurred any significant damage, destruction of property or other loss, whether or not insured.

(b) Between the Filing Date and the date hereof, with respect to the Poca Blending Business and the Purchased Assets, Seller has:

- (i) maintained its books and records in accordance with past accounting practices;
- (ii) used commercially reasonable efforts to preserve the Business and the Purchased Assets; and
- (iii) after taking into account the effects of the Seller having filed the Chapter 11 Case and announced a proposed winddown of operation the Poca Blending Business in the ordinary course of business without interruption.

With respect to the Poca Blending Business and the Purchased Assets, there has not occurred any material adverse change in the Purchased Assets or Poca Blending Business since the Filing Date other than the commencement of the wind down of the Poca Blending Business as of February, 2014.

5.6 Finders. No broker, finder or investment banker retained by or working on behalf of Seller is entitled to any fee or commission from Buyer for services rendered on behalf of Seller in connection with the transactions contemplated by this Agreement or the Related Agreements.

5.7 AS IS – WHERE IS. Except as expressly set forth herein, the Purchased Assets are being sold, transferred and conveyed on an as is-where is basis. The Seller disclaims all

warranties, express or implied, including but not limited to implied warranties of merchant ability or fitness for a particular purpose..

5.8 Legal Counsel. Seller has been represented by its own independent counsel in the negotiation and execution of this Agreement.

5.9 Committee and U.S. Trustee. Seller has shared this Agreement with the Official Committee of Unsecured Creditors (the "Committee") appointed in the Seller's Chapter 11 Case and the CRO has explained to the Committee the benefits derived by the transactions contemplated by this Agreement. The Seller has shared the same information and the CRO has provided similar explanations to the Office of the U.S. Trustee.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants the following to Seller as of the date hereof.

6.1 Organization; Qualification. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of [name of state] and has corporate power and authority to carry on its business as it is now being conducted. Buyer is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business makes such qualification necessary, except in those jurisdictions where the failure to be duly qualified and in good standing would not have a material adverse effect on Buyer.

6.2 Authority Relative to this Agreement and the Related Agreements. Buyer has the corporate power and authority to execute and deliver this Agreement and the Related Agreements to which it is contemplated to be a party and to consummate the transactions contemplated on its part hereby and thereby. The execution and delivery by Buyer of this Agreement and the Related Agreements to which it is a party and the consummation by Buyer of the transactions contemplated on its part hereby and thereby, have been duly authorized. This Agreement constitutes, and any Related Agreement to which Buyer is a party when executed and delivered by it will constitute, its valid and binding obligations, enforceable in accordance with their terms.

6.3 Non-Contravention. The execution and delivery by Buyer of this Agreement does not, and its execution and delivery of any Related Agreements to which Buyer is a party and the consummation of the transactions contemplated hereby and thereby will not, (i) violate or result in a breach of any provision of the Buyer's Articles of corporate governance documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement, lease or other instrument or obligation to which Buyer is a party or by which Buyer may be bound, except for such defaults (or rights of termination, cancellation or acceleration) which would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement, or (iii) to violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer.

6.4 Full Disclosure. None of the representations and warranties made in this Article contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

6.5 Funding of Transaction. Buyer has funds available in the amount of the Purchase Price to complete the acquisition of the Purchased Assets and otherwise consummate the transactions contemplated by this Agreement, and the evidence that Buyer has provided Seller regarding the availability of such funds does not misstate a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading.

6.6 NO IMPLIED REPRESENTATION OR WARRANTIES. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXPECT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, (A) THE PURCHASED ASSETS BEING ACQUIRED BY BUYER AS A RESULT OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE ACQUIRED BY BUYER ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS BASIS" AND IN THEIR PRESENT CONDITION, AND BUYER SHALL RELY SOLELY UPON ITS OWN EXAMINATION THEREOF, AND (B) NEITHER THE CHIEF RESTRUCTURING OFFICER, THE SELLER, NOR ANY BROKER, AGENT, OTHER OFFICERS OF THE SELLER, EMPLOYEE, ATTORNEY, OR OTHER REPRESENTATIVE OF SELLER HAS MADE (1) ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS, IMPLIED, OR STATUTORY, WRITTEN OR ORAL, RESPECTING THE PURCHASED ASSETS, OR (2) ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY (EACH OF WHICH SUCH WARRANTIES ARE HEREBY EXPRESSLY DENIED), OR ANY MATTERS PERTAINING TO ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION RESPECTING THE COMPLIANCE OR NON-COMPLIANCE WITH OR APPLICABILITY OF ANY BUILDING, HEALTH, ZONING, ENVIRONMENTAL, HEALTH AND SAFETY LAWS, OR ANY OTHER APPLICABLE CITY AND COUNTY, STATE OR FEDERAL STATUTE, ORDINANCE, CODE, RULE, REGULATION, OR OTHER LAW RELATING TO THE PURCHASED ASSETS, OR ANY PART THEREOF, OR RELATING TO THE FINANCIAL PERFORMANCE OR FINANCIAL CONDITION OF THE PURCHASED ASSETS OR THE POCA BLENDING BUSINESS, OR OTHERWISE WITH REGARD TO OR PERTAINING TO THE PURCHASED ASSETS, BUYER'S INTENDED USE AND OPERATION THEREOF, OR THE PHYSICAL CONDITION OF THE PURCHASED ASSETS, BUYER AGREES, WARRANTS AND REPRESENTS THAT, EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, BUYER HAS RELIED, AND SHALL RELY, SOLELY ON ITS OWN INVESTIGATION OF ALL SUCH MATTERS, AND THAT BUYER ASSUMES ALL RISKS WITH RESPECT THERETO.

6.7 Brokers; Transaction Costs. Other than the potential Break-Up Fee in accordance with Section 7.3, Buyer has not entered into nor will it enter into any contract, agreement, arrangement or understanding with any person which has or will result in the obligation of Seller to pay any finder's fee, broker's fee or commission, legal, accounting or similar payment in connection with the transactions contemplated by this Agreement.

6.8 Legal Counsel. Buyer has been represented by its own independent counsel in the negotiation and execution of this Agreement.

6.9 Relationship With Seller. No owner or executive of Buyer is or was in owner or executive of Seller nor the predecessor in interest to the Seller.

ARTICLE VII ADDITIONAL AGREEMENTS

7.1 Conduct of Poca Blending Business and Management of Purchased Assets. After the date hereof and until the Closing, Seller shall use its best efforts to preserve its relationships with suppliers, customers and others having business relationships with the Poca Blending Business.

7.2 Forbearances by Seller. Except as specifically contemplated by this Agreement:

(a) Seller shall not, from the date hereof until the Closing, without the written consent of Buyer:

(i) sell, dispose of, transfer or encumber any of the Purchased Assets except for Inventory and provided in Section 7.2(b) herein;

(ii) make any commitments for capital expenditures related to the Poca Blending Business;

(iii) amend, modify or cancel any Contract primarily related to the Poca Blending Business or the Purchased Assets except in accordance with its terms or as otherwise agreed by Buyer;

(iv) dispose of or permit to lapse any right to the use of any license or permit relating to the Poca Blending Business or the right to use or operate the Purchased Assets; or

(v) agree, so as to legally bind Buyer whether in writing or otherwise, to take any of the actions set forth in this Section 7.2 and not otherwise permitted by this Agreement.

(b) From the date hereof until Closing, Seller shall, to the greatest extent reasonably practicable purchase materials and sell Inventory on a drop ship basis by matching purchase orders for the sale of Inventory to the purchase of materials by Seller. The effect of this Section 7.2(b) is to maintain the level of Inventory identified in Schedule 2.1(b) to the greatest extent possible from the date hereof through Closing.

7.3 Nature of Sale. Given that the benefits derived by Seller from the Transaction and in consideration of the timeframe within which Buyer has agreed to close on the Transaction, and in light of the other good and valuable consideration provided by Buyer hereunder, Seller agrees to seek Bankruptcy Court approval of this Agreement and the Transaction (i) other than from one other potential buyer (the "Potential Purchaser") with whom Seller is negotiating and

(ii) any other party appearing at the hearing on the approval of the Transaction that executes an agreement of sale substantially similar to this Agreement, with no due diligence, financing, or insurance coverage contingency, and a Closing Date of no later than May 20, 2014. Other than as set forth in this section 7.3, Seller agrees to oppose any motion or effort to permit or cause any upset bid, auction sale or other sale of the Purchased Assets or Poca Blending Business. In the event that the Bankruptcy Court allows an upset bid, auction sale or other sale to the Potential Purchaser or to a party other than the Buyer, the Seller will support the payment of a break-up fee to Buyer in the amount of \$34,500, being six (6%) percent ("Break-Up Fee") of the agreed Purchase Price.

7.4 Mail Received After Closing. Following the Closing, Buyer may receive and open all mail addressed to Seller and may deal with the contents thereof in its discretion to the extent that such mail and the contents thereof relate to the Poca Blending Business. Buyer shall deliver or cause to be delivered to Seller, promptly after receipt by Buyer, all mail related to Excluded Assets, payment of accounts or claim receivables, addressed to Seller which does not relate to the Poca Blending Business.

7.5 Retention of Books and Records. Buyer will retain and maintain, in a condition at least as organized as received by Buyer, all documents and records pertaining to the periods before the Closing and will make available such documents and records, machine sensible records, computer time, and assistance from Buyer's personnel as may be reasonably requested by Seller for a period of four (4) years from Closing Date in order to expeditiously comply with all pertinent requests from the Internal Revenue Service, and state taxing authorities of the office of the Attorney General for the United States, other Federal or State regulatory authorities, parties in interest in the Seller's Chapter 11 Case. Seller shall have the right to make copies of and retain copies all records of the Seller that comprise Purchased Assets which relate to periods prior to the Closing.**Fees and Expenses.** Other than the potential Break-Up Fee set forth in Section 7.3(a), whether or not the Transaction is consummated, each of the Parties hereto shall pay their own respective costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees and disbursements of counsel, financial advisors, and accountants. All costs and expenses incurred by Seller in connection with the transactions contemplated by this Agreement shall be Excluded Liabilities.

7.7 Public Announcements. Other than as required by the Federal Rules of Bankruptcy Procedure or other requirements of the Bankruptcy Court, and other than information previously provided to shareholders and employees of Seller, prior to the Closing Date, neither Party shall issue any statements or press releases to the general public, trade press, shareholders or employees with respect to this Agreement and the transactions contemplated hereby, except as may be mutually agreed by the Parties.

7.8 Efforts to Consummate. Subject to the terms and conditions of this Agreement, each of the Parties hereto shall use its reasonable best efforts to take, or to cause to be taken, all action and to do, or to cause to be done, all things necessary, proper or advisable to consummate, as promptly as practicable, the transactions contemplated hereby, including, without limitation, the satisfaction of the conditions listed in Articles VIII or IX that are within the control of such party and the obtaining of all consents, waivers, authorizations, orders and approvals of third parties, whether private or governmental, required of it by this Agreement. Except as

specifically provided herein, neither Party shall be required to initiate any litigation, to make any payment or incur any economic burden in connection with the obtaining of any consent, waiver, authorization, order or approval.

7.9 Further Assurances. The Parties shall use their respective commercially reasonable best efforts to implement the provisions of this Agreement, and, promptly execute and deliver, or cause to be so executed and delivered, such documents to the requesting Party and take such further action as the requesting Party may deem reasonably necessary or desirable to facilitate or better evidence the consummation of the transactions contemplated hereby.

7.10 Access to and Right to Offer Employment. Seller shall provide Buyer reasonable access to Seller's employees involved with the Poca Blending Business, and Buyer may in its sole discretion, but is under no obligation to, offer employment to any or all of such employees.

7.11 Transfer Taxes and Recording Fees. All sales, use, transfer taxes and other non-income taxes and fees shall be paid fifty (50%) percent by the Seller and fifty (50%) by Buyer.

7.12 Tax Matters. Seller and Buyer shall cooperate in the preparation of a joint schedule (the "Allocation Schedule"), allocating the Purchase Price (including, for purposes of this section, any other consideration paid by Buyer, among the Purchased Assets. Seller and Buyer each agrees to file Internal Revenue Service Form 8594 and any required attachments thereto, together with all federal, state, local, and foreign tax returns, in accordance with the Allocation Schedule. Seller and Buyer each agree to promptly provide the other with any other information required to complete the Allocation Schedule. If, however, Seller and Buyer are unable to complete such schedule within 90 days following the Closing, or by such later date as agreed to in writing by the Parties, each of Seller and Buyer may file Form 8594, and any federal, state, local, and foreign tax returns, allocating the Purchase Price in the manner each believes appropriate, provided such allocation is reasonable and in accordance with Section 1060 of the Internal Revenue Code and the regulations thereunder.

7.13 Bankruptcy Court Approval; Closing. The Closing of the transactions contemplated by this Agreement is contingent upon approval of the Bankruptcy Court pursuant to the Sale Order, which Bankruptcy Court approval under the Sale Order shall occur on or before May 13, 2014. Closing on this transaction contemplated by this Agreement shall occur on or before May 20, 2014.

7.14 Bankruptcy Code Section 363(m). The Seller acknowledges and agrees that the Buyer is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code and that Buyer is not an "insider" of the Seller as this term is defined in section 101(31) of the Bankruptcy Code, and is thereby entitled to the Bankruptcy Code protection afforded good faith, arm's length purchasers. Provided that the Sale Order contains a provision waiving compliance with Bankruptcy Rule 6004(h), the Buyer may close this Agreement subsequent to the entry of the Sale Order and during the applicable period for appeal, without waiving the protection afforded the Buyer pursuant to section 363(m) of the Bankruptcy Code.

ARTICLE VIII CONDITIONS TO OBLIGATIONS OF BUYER

The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject, to the extent not waived, to the satisfaction of each of the following conditions before or at the Closing.

8.1 Representatives and Warranties. Except for changes contemplated by this Agreement, the representatives and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing, subject to changes made to the Schedules attached hereto as permitted by this Agreement.

8.2 Performance of this Agreement. Seller shall have performed all obligations and complied with all conditions required by this Agreement to be performed or complied with by it before or at the Closing, to the extent not waived, including, without limitation, those provided for in Article VII of this Agreement.

8.3 Proceedings. All corporate and other proceedings to be taken by Seller in connection with the transactions contemplated hereby shall have been completed, all such proceedings and all documents incident thereto shall be reasonably satisfactory in substance and form to Buyer, and Buyer shall have received all such counterparts, originals, certified or other copies of such documents as Buyer may reasonably request.

8.4 Consents and Approvals. All consents, authorizations, orders or approvals necessary to consummate the transaction contemplated by this Agreement have been obtained by Seller.

8.5 Sale Order. The Bankruptcy Court shall have entered the Sale Order which shall have authorized Seller to convey to Buyer all of its right, title and interest in and to the Purchased Assets free and clear of all liens, claims, encumbrances and interests. The Sale Order, which must be reasonably satisfactory in form and substance to Buyer, shall authorize Seller to enter into and consummate this Agreement and the transactions contemplated hereby in their entirety, and further provide, among other things, that (i) the transfers of the Purchased Assets by Seller to Buyer pursuant to this Agreement (a) are or will be legal, valid and effective transfers of the Purchased Assets; (b) vest or will vest Buyer with good title to the Purchased Assets, free and clear of all liens; (c) constitute the best offer or value received by Seller for the Purchased Assets; and (d) do not and will not subject Buyer to any liability as a successor of Seller; (ii) the Bankruptcy Court retains jurisdiction to enforce the provisions of this Agreement in all respects; (iii) the provisions of the Sale Order are nonseverable and mutually dependent; (iv) the transactions contemplated by this Agreement are undertaken by Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code; (v) pursuant to section 363(n) of the Bankruptcy Code, the consideration paid under this Agreement was not controlled by an agreement among potential bidders at the hearing; (vi) the terms and provisions of the Sale Order and this Agreement shall remain in full force and effect upon the dismissal or conversion of the Chapter 11 Case to a case or cases under chapter 7 of the Bankruptcy Code; (vii) the stay provided for under Federal Rule of Bankruptcy Procedure 6004(h) is waived; and (viii) the terms and provisions of the Sale Order and this Agreement shall be binding on all creditors and parties

in interest. The Sale Order shall have become nonappealable in accordance with Rule 8002 of the Bankruptcy Rules.

8.6 Injunction, Litigation, etc. No order of any court or administrative agency shall be in effect which restrains or prohibits the consummation of the transactions contemplated hereby, and there shall not have been threatened, nor shall there be pending, any action or proceeding by or before any Authority which is likely to prohibit, delay or successfully challenge the validity of any of the transactions contemplated by this Agreement.

8.7 Legislation. No statute, rule or regulation shall have been enacted which prohibits or restricts the consummation of the transactions contemplated hereby.

8.8 Related Agreements. Seller and its officers and directors shall have executed and delivered each of the Related Agreements to which it is a party, including, without limitation, non-competition Agreements.

ARTICLE IX CONDITIONS TO OBLIGATIONS OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject, to the extent not waived, to the satisfaction of each of the following conditions before or at the Closing.

9.1 Representatives and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing.

9.2 Performance of this Agreement. Buyer shall have performed all obligations and complied with all conditions required by this Agreement to be performed or complied with by it before or at the Closing, to the extent not waived.

9.3 Proceedings. All corporate and other proceedings to be taken by Buyer in connection with the transactions contemplated hereby shall have been completed, all such proceedings and all documents incident thereto shall be reasonably satisfactory in substance and form to Seller and Seller shall have received all such counterparts originals or certified or other copies of such documents as Seller may reasonably request.

9.4 Consents and Approvals. All consents, authorizations, orders or approvals which Buyer is required to obtain in order to consummate the transactions contemplated by this Agreement shall have been obtained by Buyer and all waiting periods specified by law with respect thereto shall have passed.

9.5 Sale Order. The Bankruptcy Court shall have entered the Sale Order which shall have authorized the Seller to convey to the Buyer all of its right, title and interest in and to the Purchased Assets free and clear of all liens, and the Court shall have approved the assignment and assumption of the Contracts as contemplated hereby.

9.6 Injunction, Litigation, etc. No order of any court or administrative agency shall be in effect which restrains or prohibits the consummation of the transactions contemplated hereby or which would limit or affect Seller's right to transfer the Purchased Assets to Buyer or Buyer's ability to consummate the transactions contemplated hereunder and there shall not have been threatened, nor shall there be pending, any action or proceeding by or before any Authority which is likely to prohibit, delay or successfully challenge the validity of any of the transactions contemplated by this Agreement.

9.7 Legislation. No statute, rule or regulation shall have been enacted which prohibits or restricts the consummation of the transactions contemplated hereby.

9.8 Related Agreements. Buyer shall have executed and delivered each of the Related Agreements to which it is a party.

ARTICLE X DELIVERIES, ETC., IN CONNECTION WITH CLOSING

10.1 Time and Place of Closing. The closing (the "Closing") shall occur no later than May 20, 2014 (the "Closing Date") at the offices of Hoyer, Hoyer & Smith, PLLC, Charleston, West Virginia or, such other date and place as the parties may mutually agree. If the Closing takes place, the Closing and all of the transactions contemplated by this Agreement shall be deemed to have occurred simultaneously and become effective as of 12:01 a.m. EST on the date of Closing.

10.2 Deliveries by Seller. At or before the Closing, Seller shall deliver to Buyer, as applicable, the following:

- (a) a bill of sale in the form attached hereto as Exhibit A and such other document or documents (suitable for filing or recording, if applicable) as are necessary to transfer to Buyer the Purchased Assets;

- (b) evidence that all of the proceedings contemplated by Section 8.3 have been completed;

- (c) copies of any consents obtained as contemplated by Section 8.4;

- (d) each of the Related Agreements executed by Seller to which it is a party thereto;

- (e) certified copies of the Sale Order; and

- (f) such additional documents as Buyer may reasonably request.

10.3 Deliveries by Buyer. At or before the Closing, Buyer shall deliver to Seller, as applicable, the following:

- (a) the Purchase Price;

(b) evidence that all of the proceedings contemplated by section 9.3 have been completed;

(c) copies of any consents obtained as contemplated by section 9.4;

(d) certificates from the Secretary of State of the State of Florida as to the good standing of Buyer in Florida as of the most recent date obtainable; and

(e) each of the Related Agreements duly executed by the Buyer.

ARTICLE XI TERMINATION

11.1 Termination.

(a) This Agreement may be terminated at any time before the Closing;

(i) by mutual written consent of the Parties hereto;

(ii) by either Seller on the one hand, or Buyer on the other, if there has been a material breach on the part of the other of a representation, warranty or agreement contained herein, or in any writing delivered pursuant to the provisions of this Agreement;

(iii) by either Seller or Buyer if the Bankruptcy Court has not entered the Sale Order by May 13, 2014 or if the Closing shall not have occurred on or before May 20, 2014 (unless the failure to consummate the Closing by such date shall be due to the failure of the party seeking to terminate this Agreement to have fulfilled any of its obligations under this Agreement);

(iv) by either Seller or Buyer if any court of competent jurisdiction or other competent authority shall have issued a statute, decree or injunction permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such statute, decree or injunction shall have become final and nonappealable; or

(v) by either Seller or Buyer in the event that the Purchased Assets or Poca Blending Business is sold to the Potential Purchaser for a party other than a party affiliated with the Buyer.

11.2 Effect of Termination. If this Agreement is terminated pursuant to Section 11.1, this Agreement shall become wholly void and of no further force and effect and there shall be no further liability or obligation on the part of any party hereto except to pay such expenses as are required of it, and the Earnest Money shall be promptly returned to the Buyer except and in the event of breach by Buyer, Seller shall have the right to retain Earnest Money and no such termination shall relieve either party of any liability to the other for any breach of this Agreement prior to the date of termination.

ARTICLE XII MISCELLANEOUS

12.1 Entire Agreement; Amendments. This Agreement is intended by the Parties to be the final, complete and exclusive expression of the agreements and understandings between them relating to the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements, understandings and negotiations between the Parties relating to the subject matter hereof, all of which agreements, understandings and negotiations are merged with and into this Agreement. No amendment, modification, rescission, waiver, or release of any provision of this Agreement shall be effective unless set forth in writing and signed by the Party or Parties to be bound thereby.

12.2 No Third-Party Benefits Intended. The representations and warranties and covenants and agreements and undertakings contained in this Agreement are solely for the benefit of the Parties and their respective successors and permitted assigns and nothing herein, expressed or implied, is intended to confer any rights on any other person.

12.3 Joint Negotiation and Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of any ambiguity or question of intent or interpretation hereunder, this Agreement shall be construed in accordance with the immediately preceding sentence and no presumption or burden of proof shall favor or disfavor any Party by virtue of the authorship of any provision of this Agreement.

12.4 Further Assurances. Each Party shall execute and deliver such instruments and take such other action as shall be reasonably required, or as shall be reasonably requested by any other Party, in order to carry out the Transaction and otherwise to give effect to this Agreement, at or prior to and after the Closing Date.

12.5 Choice of Law. This Agreement, and each other agreement, certificate and other writing executed and delivered hereunder, and the legal relations between the Parties shall, in all respects, be governed by, and construed in accordance with, the laws of the State of West Virginia, without regard to principles of conflicts of laws.

12.6 Notices, Etc. Any notices, consents or other communications by or between the Parties required or permitted hereunder shall be in writing, and shall be sufficiently given if hand delivered or sent by registered mail or certified mail, postage prepaid, by facsimile transmission with confirmed receipt or by overnight courier or delivery service addressed or sent by facsimile transmission as follows:

To the Seller:

Freedom Industries, Inc.
c/o Mark Welch
1015 Barlow Drive
Charleston, WV 25311

with a concurrent copy to:

McGuireWoods, LLP
625 Liberty Avenue
Dominion Tower, 23rd Floor
Pittsburgh, PA 15222
Attn.: Mark E. Freedlander, Esquire
Fax Number: 412-667-7967

To the Buyer:

c/o Frederick C. Kramer, Esquire
950 North Collier Boulevard
Suite 101
Marco Island, FL 34145

with a copy to:

Hoyer, Hoyer & Smith, PLLC
22 Capitol Street
Charleston, WV 25301
Attn: Christopher S. Smith
Fax Number: 304-344-9519

Any Party may change such Party's address and/or facsimile number by giving notice of such change to the other Parties in accordance with this section 12.6. Any such notice or communication shall be deemed to have been given as of the date so delivered or mailed (except that a notice of change of address and/or facsimile number or email address shall not be deemed to have been given until received by the addressee).

12.7 Assignments. This Agreement will be binding upon and inure to the benefit of and is enforceable by the respective successors and permitted assigns of the Parties. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party hereto, except as otherwise specifically permitted in the Agreement and except for the assignment of all or any part of the rights and obligations of the Buyer under the Agreement, which may be freely assigned by Buyer to an affiliate of Buyer either prior to or after the Closing Date.

12.8 Counterparts. This Agreement and any other agreement, certificate or other writing to be executed and delivered in connection with the Closing may be executed in one or more counterparts, and by different Parties on different counterparts, each of which shall be considered an original and all of which shall be considered one and the same agreement, certificate or other writing, as the case may be, and shall become effective when one or more counterparts have been executed and delivered to each of the Parties. One or more counterparts of this Agreement or any other agreement, certificate or other writing to be executed and delivered in connection with the Closing may be delivered by facsimile transmission with the intent that it or they shall constitute an original counterpart hereof or thereof.

12.9 Other Activities by the Seller. Nothing contained in this Agreement shall restrict, limit or otherwise affect the right and ability of the Seller to use, operate, sell or otherwise dispose of the Excluded Assests.

12.10 Binding Effect. This Agreement, and each other agreement, certificate and other writing executed and delivered hereunder, shall inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

12.11 Bulk Sales. The Parties agree to waive compliance with any “bulk sales” or similar laws that by be applicable to the transaction contemplated by this Agreement to the extent permitted by law.

12.12 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transaction contemplated hereby in substantially the same manner as originally set forth at the later of (a) the execution date of this Agreement and (b) the date this Agreement was last amended.

12.13 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.14 Submission to Jurisdiction. The Parties hereby (a) agree that the Bankruptcy Court shall have original and exclusive jurisdiction to enforce and interpret the Agreement, the Sale Order and any Related Agreement, (b) accept for themselves and in respect of their respective property, generally and unconditionally, the jurisdiction of the Bankruptcy Court, (c) irrevocably waives any objection, including any objection to venue of the Bankruptcy Court, and (d) irrevocably consents to service of process by the mailing of copies of papers.

12.15 Waiver of Jury Trial. EACH OF SELLER AND BUYER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION TO ENFORCE OR DEFEND ANY RIGHT UNDER ANY SALE DOCUMENT, AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR TO BE DELIVERED IN CONNECTION WITH ANY SALE DOCUMENT AND AGREES THAT ANY ACTION WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

12.16 No Waiver; Remedies. No failure or delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver of the right, power or privilege. A single or partial exercise of any right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies of the Parties are subject to the limitations set forth in this Agreement.

Execution Version

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their
duly authorized officers.

FREEDOM INDUSTRIES, INC.

By: Mark Welch 5/5/14
Name: Mark Welch
Title: Chief Restructuring Officer

ILEXYCON, LLC

By: Kevin Skiles 5/5/14
Name: Kevin Skiles
Title: President

POCA ASSETS

SCHEDULE 2.1(a)(1)

Freedom Industries Inc.
Assets Inventory Poca
Schedule 2.1(a)(1)

Computer/Office Equipment

Phone Card Computer
Computer - Staples
Copier

Computer/Office Equipment Etowah

HP Workstation Tower
HP Workstation Tower
HP Workstation Tower
Dell Workstation Tower
Dell Workstation Tower
Dell Workstation Tower
Dell Workstation Tower
Dell Workstation Tower
Dell Server Rack Mount
Dell Workstation Rack Mount
Linksys Network Switch Rack Mount
HP Office jet Pro Printer
HP Office jet Pro Printer
HP Office jet Pro Printer
HP Laserjet Printer
HP Laserjet Printer
Brother MFC 7840W Printer Fax Scanner
5 - Dell HP Laptops

Furniture & Fixtures

Lab Furniture
Furniture
Plant Lab
Lab Cabinets
Alarm System
Shelving

Machinery & Equipment

Wilson Equipment
Tank Agitator
Hyster Fork Lifts
Hyster Fork Lifts
Diesel Generator
Gas Generator
Lab Equipment
Ultra Sonic Level
Perkins Elmer FTIR
Ultra Sonic Level

Freedom Industries Inc.
Assets Inventory Poca
Schedule 2.1(a)(1)

Acetic Acid System
Blackmere Pump
Acetic Acid System
Machinery & Equipment
Oxford Xray Machine
Truck Scales
Caustic Handling System
Auxiliary Storage System
Oil Transfer Pump
Volumetric Titrator (Lab Equipment)
Acetic Acid Tank Upgrade
Acetic Acid Storage System
Runway Deicer System
Caustic Tanks
Tank Meter
MicroC4100 Blend System
Coal Loc System
GenieJLG
GenieScissor lift

Freedom Industries Inc.

Tanks

Schedule 2.1(a)(1)

<u>FREEDOM TANKS INVENTORY ON JOB SITES</u>	<u>SERIAL NUMBER</u>
BLACKBERRY- 6-K SINGLE	L-97-01537
BUCHANON-6-K TANK/ CONTAINED	
GREENBRIER SMOKELESS- ONE 6,000-GAL TANK/ CONTAINED	10809257
KRT- 10-K TANK SINGLE WALL	251100826
LDH-6-K TANK/ BROKE CONTAINMENT	10109816
MARFORK COAL- 5-K AND 6-K CONTAINED - # 5 & # 6	
MC KEEROCK- 3,000-GAL SINGLE WALL	10310842
MT LAUREL- 10-K TANK SINGLE WALL	
OAK GROVE- 10- K TANK SINGLE WALL	260113690
POCAHONAS- TWO 5-K TANKS SINGLE WALL	
PBS COAL/ CAMBRIA - 12-K STEEL	
POWER MNT- 5-K (har-z)- tank	
SAPPHIRE COAL- THREE – 6-K / CONTAINED TANKS	
WELLMORE-TWO 5-K AND ONE-6-K SINGLE WALLS	
ROCKSPRINGS- 6-K TANK (ALUM)	
<u>POCA BLENDING-</u>	
5-K/CONT –from toms frk	
8500-K TANK – from fanco	
12-K STEEL TANK	
<u>BECKLEY SHOP</u>	
USED 2500-TANK	10821846
USED 2500-TANK	59311476
USED 2500-TANK	110821834

BECKLEY SHOP

SCHEDULE 2.1(a)(2)

Freedom Industries Inc.
Beckley Shop Equipment
Schedule 2.1(a)(2)

<u>Item Description</u>	<u>Serial Number</u>
3" opw set	
2)- 3" x 2" reducers opw	
¾" Hayward strainers	
2)-1" tee jet strainer	
1-1/4" SS strainer Hayward	
2)-1-1/4" tee jet strainer	
2" x 36" P-2 FILTER	
3" Hayward strainer	
Assort Viking baskets	
½ roll 1/2" tubing	
¾ hp 90-v dc motor	
1 hp 90 volt motor	
1)-3/4hp 120/220v motor	
3- hp 180-volt dc	
Assort used motors	
1- pvc parts bins	
1- roll 3/8" tubing	
1 –tabulator mf	
BRONCO CONTROLLER b-169	
1)-tape measures	
1/2-reel 14-2 so cord	
1/2-reel belden 3-pair 3-cond	
1" ss ball valve	
10)- pressure gauges	
3-GPM AUTO	12138928
3-gpm pump skid	11066475
3-gpm pump skid	11685650
3-gpm pump skid auto	12529659
3-gpm pump skid	12529660
3-gpm pump skid	11973804
7-gpm pump	10913475
10-gpm pump skid	10320865
10-gpm pump skid	11933815
10-gpm pump skid	12181801
10-gpm pump skid	10320801
10-gpm pump skid/variable	12154883
10-GPM- SKID	12187744
10-gpm pump head	12535226
10-gpm pump head	12657388

Freedom Industries Inc.
Beckley Shop Equipment
Schedule 2.1(a)(2)

<u>Item Description</u>	<u>Serial Number</u>
20-gpm pump skid	12351881
20-gpm pump skid	12662241
20-gpm pump head	12725982
20-gpm pump head	12725983
30-gpm pump skid	12707869
30-gpm pump skid	12228463
50-gpm head- viton seal	12733830
50-gpm pump skid	12658538
viking AK-125	1222210
VIKING H124A	11705668
VIKING HL 124A	122211579
4-Long moyno pumps	
1" air diaphragm pump	
1-1/2" air diaphragm pump	
2-teel pump heads-2p389d	
Floc pump hl-4124b skid	11866549
HJ-125 FLOC PUMP	10982485
moyno pump cp-33	cp-2258
Moyno 36751 pump/motor	CP-2567
continental pump head cp-44	cp-5282
continental pump head cp-44	cp-5559
continental pump head cp-44	cp-5560
2)- dosatron pumps	
2-carbonator pumps	5k887e
Cp-33301 skid/controller	
10-hp briggs generator	
5-hp gas pump	
40-joints ¾" x 10' conduit	
20-joints 1" pvc pipe	
8-joints 1-1/2" galv pipe	
10-joints 1" galv pipe	
12-joints 2" galv pipe	
Misc pvc pipe and conduit	
1" spiral hose	
Misc pvc tubing and caps for msds tubes- 1-1/4"	
3-rolls ½" clear braided hose	
1) roll ¾" hose	
3- rolls ½" rubber hose	
2-1/2)- roll 1" hose	

Freedom Industries Inc.
Beckley Shop Equipment
Schedule 2.1(a)(2)

<u>Item Description</u>	<u>Serial Number</u>
1" ALFAGOMA RED	
rolls 1-1/2" hose	
1-1/2" alphagoma hose	
3) roll 2" alfacoma hose/grn	
roll 2" alfacoma hose/red	
3)-rolls 2"spiral yellow hose	
4) roll 1" spiral suction hose/yellow	
4- boxes tygon 3/4" tubing	
4 joints discharge line for trucks	
11)-5/8" Neptune meters	
2)1-1/2"Neptune meter	
4)-1" Neptune meters	
4)-1-1/2" master meters with pulser,tabulators	
4-1" master meter/w/ pulser	
6)- 5/8" master meters/w pulser, tabulator	
3)-1-1/4" hedland meter	
20)- 1/2" metering valves	
1-24-hour timers	
150-1x1/4 spliteyes	
1-Metal parts bin	
2- ac tech drives	
2 immersile heaters	
2)- 24' extension ladders	
2) exten cords	
2) fire extinguishers	
2)- hootnany	
2)-omron controls	
2)-saftey glasses	
2)-saftey harness	
1" s.s ball valve/actuator	
2)-2" electric ball valves	
2-1" hd ball valves	
2-hd 2" ball valves	
2-allen Bradley solids panel	
2-Bandit tools	
2-boxes nitrile latex gloves	
6)-1/2" relief valves	
4)-3/4" relief valves	
6)-1"relief valves	

Freedom Industries Inc.
Beckley Shop Equipment
Schedule 2.1(a)(2)

<u>Item Description</u>	<u>Serial Number</u>
3)-1-1/2" relief valves	
1- 1" fulflo relief valves	
3)-belt control boxes	
3-propane bottles/small	
misc u bolts	
4)-4" pulleys	
2) 4" single pulley	
2) electric winches	
3-Winch cables	
4- 1" asco solenoid valves	
4)-hand wire brushes	
4- cup brushes	
4- float switches	
4- sra cables	
4000/ML DRAW DOWNS	
3)Graduated cylinder500 m/l	
4)-Graduated cylinder 1000m/l	
4)-Graduated cylinder250m/l	
2)-graduated cylinder100m/l	
2-250-m/l draw down tube	
1000-ML/DRAW DOWN	
500- ml/ draw down	
4)-nozzleholders/ bd	
4)-sets,sensors, cables	
4-feeder bearings	
5)-steel benches	
50-LF-box 12-3 so cord	
6-saftey vest	
7-hard hats/ monitors	
8' step ladder	
9-portable ss shelves	
Misc parts a&f pumps	
A&F PUMP 1"	131607
A&f pump 1"	151563
A&f pump 1" NO HEAD	150891
A&F PUMP 1"	196983
A&F PUMP- 1560-12	58916
A&F PUMP	198143
3" brass ball valve	

Freedom Industries Inc.
Beckley Shop Equipment
Schedule 2.1(a)(2)

<u>Item Description</u>	<u>Serial Number</u>
assort brass valves	
Assort galv fittings	
Assort metarsal, rubber gloves	
Assort nozzles,cks,swivels	
Assort old feeder parts used	
Assort o-rings strainers	
Assort paint, cleaners ect	
assort parts car topper systems/meters/controls/filters/	
Assort parts fab units	
Assort pipe and steel	
Assort rolls strained wire	
Assortment bands	
Assortment of U-bolts	
Barrel pump/electric	
Box 3/8" tubing x 200'	
CAT feeder / WITH S.S. HOPPER	
2-Clarkson feeder	
Drum cat feeder	
Drum feeder	
6)-Misc augers for feeders	
Fab -2 unit new /rebuild	
Fab-2 unit,top,mixer,prop	
Mini fab/cleaned,painted	
Jet wet system/fab 2-b	
Ken sparks unit/water	
4)- venturi's	
Accurate feeder and hopper	
Big bag adaptor low out put feeder	
1-sets of stairs for fab units	
2)-blower/motor fab units	
2-flex boots fab units	
mixer/prop	
500-SS tank assembly/stand HOPPER	
500-gal steel vert	
Floc tank 1.2k	
Floc tank 1.2k	
Floc tank 1.2k	
Floc tank-800-gal	
Floc tank-800-gal	

Freedom Industries Inc.
Beckley Shop Equipment
Schedule 2.1(a)(2)

<u>Item Description</u>	<u>Serial Number</u>
Floc tank-800-gal from moss	
Large cone hopper/floc	
Tank top frame/partial	
ss hopper cat for feeder regular	
ss hopper cat for feeder tall	
brother fax machines	
HP PRINTER	
Laminator	
X acto cutter	
File cabinet	
DELL computer,monitor,	
Large first aid station	
Small eye wash station	
Small first aid kit	
Assort hand tools	
2) pipe vise stands	
Bench vise	
Bench grinder	
Band saw(hand)	
Electric hand pipe threader	
Little screw bins/plastic	
ONE-Complete set pipe dies ½"-2"	
Hand pipe reamer	
Two-2" pipe cutters	
2)-4"hand grinders	
Hitachia electric drill	
Hotsey washer	
Drill press	
Air compressor	
lmi pump SD-7888P	822801-01
Lmi pump C-741-36	20020810423
Lmi pump C-741-36	980920551
Lmi pump C-741-36	980812000
Lmi pump C-741-36	80124909972
Lmi pump C-741-36	80124909971
Lmi pump C-741-36	970121174
LMI PUMP/B711-92S	980811377
LMI PUMP/B741	980112458
LMI PUMP/B741-12S	990911498

Freedom Industries Inc.
Beckley Shop Equipment
Schedule 2.1(a)(2)

<u>Item Description</u>	<u>Serial Number</u>
LMI PUMP/B741-12S	980817183
LMI PUMP/B741-12S	980817184
LMI-B741-12S	N/A
LMI-B741-12S	20020913361
LMI-B741-12S	N/A
LMI-B741-12S	3108057142
LMI-B741-12S	970417026
LMI-B741-12S	20020913360
LMI-PUMP/B741	920701077
LMI-PUMP/C741-36	971114475
LMI-PUMP/B741	960912037
LMI-PUMP/B741	71024499472
LMI-PUMP/B741	4043457621
LMI-PUMP/B741	920800185
LMI-PUMP/B741	92037697
LMI-PUMP- SG6388P	03604835-1
LMI-PUMP- B741-12S	61122737922
LMI-PUMP-B741-12S	60621905422
LMI-PUMP-B741-12S	60621905421
LMI-PUMP- SG6388P	03614593-1
LMI-SD728-8P	03208610-1
Misc parts LMI pumps	
Misc aluminum fittings	
Misc electrical connectors	
Misc hose clamps	
MISC -Panels	
Misc pvc 2" fittings	
Misc switches and buttons	
Misc tapes,blk,duct.foil	
Nylon tie straps	
Paint sprayer	
Reddy heater	
Sock filters	
Standing wave meter	
Strobe light trk	
Traco board 120-volt	
side release systems	
one cts cabinet w/ all componets/ pump	
tank monitors	

POCA TANK INVENTORY

SCHEDULE 2.1(b)

Freedom Industries Inc.
Tank Inventory
Schedule 2.1(b)

Physical Inventory			Gal	Lbs
Item Desc	Product			
CF023-BK-PBL	ClearFloc 23 Bulk Load		3,000	26,271
RMACA-TA-PBL	Acetic Acid		600	5,504
RMACF-TA-PBL	Amine Acetate (Falcon)		3,800	35,812
RMACG-TA-PBL	Acetic Acid Glacial		200	1,735
RMACX-TA-PBL	Amine Acetate (Mixed)		3,500	32,985
RMALK-TA-PBL	MR Solvent		2,625	17,733
RMAMD-TA-PBL	AMD Plus		13,050	138,223
RMAMX-TA-PBL	Amine (Mixed)		200	1,835
RMASE-TA-PBL	Asphalt Emulsion (RDC-600)		4,750	39,219
RMBO-TA-PBL	Biodiesel		4,500	33,026
RMCS5-TA-PBL	Salt (CaCl 35%)		800	8,940
RMCF1-TA-PBL	CF1		18,800	189,718
RMCL4-TA-PBL	Calsoft L-40		5,000	44,202
RMCLC-BK-PBL	Coal Loc		4,700	40,766
RMDEG-TA-PBL	DEG		200	1,835
RMEP2-TA-PBL	EP202		26,469	196,469
RMFAT-TA-PBL	Fatty Acid		32,065	229,983
RMFE2-TA-PBL	FEC 02		14,200	107,769
RMFE3-TA-PBL	FEC 03		500	3,753
RMFVM-TA-PBL	FVM (SylvaBlend)		10,880	87,110
RMGLU-TA-PBL	Sodium Gluconate		1,700	17,864
RMGLY-TA-PBL	Glycerin		300	3,128
RMGN3-TA-PBL	Gen3		12,140	127,572
RMLIG-TA-PBL	Lignin		200	2,085
RMLT7-TA-PBL	MagnaFloc 1717		19,515	168,452
RMMCH-TA-PBL	MCHM (SF-945)		12,912	99,071
RMMCP-TA-PBL	MCHM/PPH (SF-944)		5,376	47,436
RMMNO-TA-PBL	Mineral Oil		4,650	34,127
RMNP7-TA-PBL	NP 70		4,350	39,784
RMNP9-TA-PBL	NP 9		3,900	34,478
RMORD-TA-PBL	Off Road Diesel		1,800	12,760
RMPEF-TA-PBL	Road Spray Conc (Prosol Emul FA)		7,800	63,751
RMPGLY-TA-PBL	Propylene Glycol		1,000	9,007
RMPIE-TA-PBL	Pitch Emulsion		4,850	40,449
RMPIT-TA-PBL	Tall-Oil Pitch		11,300	113,090
RMPOH-TA-PBL	Potassium Hydroxide		6,530	79,512
RMPOT-TA-PBL	Potassium Acetate (50%)		2,200	22,385
RMPRO-TA-PBL	Prosol		7,500	61,925
RMS20-TA-PBL	Caustic (20%)		11,000	111,923
RMS50-TA-PBL			15,241	194,478
RMSOA-TA-PBL	Sodium Acetate 20%		3,700	33,944
RMSOD-TA-PBL	Sodium Acetate/Glycerin		1,600	14,678

Freedom Industries Inc.
Package Inventory Poca
Schedule 2.1(b)

Product	Quantity
AA22	6,436
Acid Alum	36,000
AES 25	2,454
Aluminum Sulfate	5,000
Bioterge AOS40	11,974
D-Limonene	909
FC-804	10,086
Ferric Chloride	36,379
HCL	3,000
Hostigliss	1,251
LX-100	20,703
Makon NF-12	5,614
Norlig 42C	34,462
Potassium Permanganate	2,702
Redicote E-47	5,298
SF 944	5,513
SF 950	6,362
SF990	4,927
Sodium Permanganate	3,000
Terpene	1,681
TKPP	500
Triethanolamine	510
Varonic K-205	3,596

VEHICLES

SCHEDULE 2.1(d)

Freedom Industries Inc.

Vehicles

Schedule 2.1(d)

Rolling Stock

1986 FordSpray Truck	1FDXC80K1GVA00121
1994 InternationalSpray Truck	2HSFMAHRXRC093596
1998 InternationalSpray Truck	2HTFBAST9WC049820
1989 FordRoll Back Truck	2FDLF47M6KCB13325
2006 FordF250 Truck 3/4 Ton	1FTWW31P46EB13595
2012 Ford2012 F150 Truck	1FTFX1EF0CFC18420
2012 Ford2012 F150 Truck	1FTFX1EF9CFC32283
2013 Ford2013 F150 Truck	1FTFX1EF1DKD04778
2013 Ford2013 F150 Truck	1FTFX1EF9DKD52321
2013 Ford2013 F150 Truck	1FTFX1EF2DKE96745
2013 Ford2013 F150 Truck	1FTFX1EF4DFC25601
2013 Ford2013 F150 Truck	1FTFX1EF8DFB07728
Hyster Fork Lift- Etowah	
Snorkelift JLG- Etowah	
GenieJLG	
GenieScissor lift	
Hyster Fork Lifts	
Hyster Fork Lifts	
Some trucks still in the field	

COMPLIANCE WITH LAWS

SCHEDULE 5.3

Freedom Industries Inc.
Environmental NOV Poca Blending
Schedule 5.3

VIOLATION NO.	DESCRIPTION	DATE
114-20-005-EJP	Failed to post a permanent marker at each permitted outfall in accordance with Title 47, Series 11 Section 9 of the west Virginia Legislative roles.	1/13/2014
114-20-004-EJP	Above ground storage tanks were not provided with appropriate secondary containment.	1/13/2014
114-20-003-EJP	Failed to store drums containing materials that have the potential to contaminate groundwater so that spills and leaks are contained.	1/13/2014
114-20-002-EJP	Failed to follow the facility's Stormwater Pollution prevention plan and Groundwater Protection Plan Specifically: -No record of Quarterly Site Inspections (GPP) -No record of inspection and maintenance of stormwater pollution prevention devices (SWPPP) -Control structures and BMP's were inadequate to meet benchmark pollutant concentrations (SWPPP) -No record of semi-annual discharge inspections or annual site-inspections (SWPPP) -No record of Employee Training since 2004	1/13/2014
114-20-001-EJP	Failed to provide Discharge Monitoring Reports indicating in terms of concentration, the values of the constituents listed in Part A analytically determined to be in the effluent for the 1st half 2012, 2nd half 2012, and 1st half of 2013.	1/13/2014