

[BYERS ROAD PARCEL]

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), dated for reference purposes only as of September 23, 2014 (the "Effective Date"), between MW CUSTOM PAPERS, LLC, a Delaware limited liability company ("Seller"), successor by merger and by conversion to The Mead Corporation, an Ohio corporation, and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Buyer").

Preliminary Statement

Seller is the owner of the Property (as defined in Section 1). Seller and Buyer as the winning bidder at an auction of the Property wish to enter into an agreement for the purchase and sale of the Property.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Property. Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, on the terms set forth in this Agreement, the real property consisting of approximately 28.438 acres located in Miami Township, County of Montgomery, State of Ohio, and being described in EXHIBIT A hereto (the "Property"). The Property includes such real property and all appurtenant rights, privileges and easements.

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property is the sum of \$ \_\_\_\_\_ as the winning bid for the Property and \_\_\_\_\_ as the "Buyer's Premium" provided by the auction terms (the "Purchase Price"). The Purchase Price is not subject to adjustment based on the acreage of the Property. The Purchase Price shall be paid as follows:

(a) Deposit. The amount of \$ \_\_\_\_\_ (the "Deposit"), by good unendorsed check payable to the order of Chicago Title Insurance Company shall be deposited with Chicago Title Insurance Company, a Nebraska corporation (the "Escrowee" or the "Title Company"), with an office at 1 South Main Street, Suite 330, Dayton, Ohio 45402, contemporaneously with the execution and delivery of this Agreement by Buyer. The Escrowee, pending consummation of this transaction, shall hold the Deposit in escrow in a non-interest bearing account in accordance with the Escrow Terms among Seller, Buyer, and the Escrowee attached hereto and made a part of this Agreement. At Closing (as defined in Section 7(c)), the Deposit shall be paid to Seller and, to the extent so paid to Seller, credited against the Purchase Price.

(b) Payment of Purchase Price. At Closing, Buyer shall pay the Purchase Price, less the credit for the Deposit, if and to the extent paid to Seller, by wire transfer of immediately available federal funds.

3. Condition of Property; RELEASE BY BUYER; Casualty; Condemnation.

(a) SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATERIALS RELATING TO THE PROPERTY DELIVERED TO OR MADE AVAILABLE TO BUYER OR WHETHER OR NOT BUYER IS ENTITLED TO RELY THEREON.

(b) "AS IS" Sale. Except as otherwise expressly set forth herein, if at all, Buyer represents and warrants to Seller that it is relying solely upon its independent inquiry and investigation of the Property, if any, for all purposes whatsoever, including, without limitation, the determination of the character, size (including quantity of acreage), condition (whether environmental or otherwise), accessibility, state of repair, title, zoning and suitability of the Property for the purpose it is being acquired. Buyer acknowledges that the Property will be sold and conveyed in an "AS-IS", "WHERE IS" condition and

otherwise with all faults and defects as of the Closing Date and that, except as otherwise expressly set forth herein, if at all, there have been no representations, warranties, guaranties, statements or information, expressed or implied, whatsoever made delivered or made available to Buyer by Seller, or any of Seller's employees, agents or consultants, in connection with the sale of the Property. Buyer further acknowledges that Buyer has had prior to the Effective Date full opportunity to perform such appraisals, environmental and engineering investigations, physical inspections, and title review as Buyer deems appropriate. This Section 3(b) shall survive the Closing.

(c) Release by Buyer. BUYER HEREBY RELEASES SELLER AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, TRUSTEES, PARTNERS, EMPLOYEES, MANAGERS AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES WHETHER THE SUIT IS INSTITUTED OR NOT), WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS"), ARISING FROM OR RELATING TO (i) ANY DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE, OR (ii) ANY OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL OR OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THE RELEASE SET FORTH HEREIN SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS OF THE UNITED STATES, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR CONTRIBUTION UNDER SECTION 113 OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT [42 U.S.C.A. 9613], THE STATE OF OHIO OR ANY POLITICAL SUBDIVISION THEREOF OR UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, AS ANY OF THOSE LAWS MAY BE AMENDED FROM TIME TO TIME, AND ANY REGULATIONS, ORDERS, RULES OF PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARDLESS OF WHETHER THEY ARE IN EXISTENCE ON THE DATE HEREOF. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF BUYER'S SELECTION AND BUYER IS GRANTING THIS RELEASE OF ITS OWN VOLITION AND AFTER CONSULTATION WITH BUYER'S COUNSEL. THIS SECTION 3(c) SHALL BE INCLUDED IN THE DEED (AS DEFINED IN SECTION 8(a)(i)).

(d) Casualty. If the Property shall be damaged or destroyed by fire or other casualty (including, without limitation, by reason of any vandalism) on or after the Effective Date, the obligation of Buyer to complete closing under this Agreement shall in no way be voided or impaired, and Buyer shall be required to accept the Property in the then damaged condition without abatement of the Purchase Price. Seller shall have no obligation to repair or to restore any damage or destruction by fire or other casualty to the Property on or the Effective Date and Buyer shall have no right to any payment for such damage or destruction under any insurance policy in favor of Seller.

(e) Condemnation. If any part of the Property shall be taken by exercise of the power of eminent domain on or after the Effective Date, the obligation of Buyer to complete closing under this Agreement shall in no way be voided or impaired, Buyer shall be required to accept the Property in the then condemned condition without abatement of the Purchase Price and Seller shall pay to Buyer at Closing the proceeds from any taking received by Seller prior to the Closing (or, if not yet received, quitclaim to Buyer the right to such proceeds).

#### 4. Seller's Representations.

(a) Seller makes the following representations and warranties to Buyer as of the Effective Date and the Closing Date:—

(i) Organization. Seller is a limited liability company, is duly organized and validly existing under the laws of the State of Delaware, is duly qualified to transact business in the State of Ohio, and has all requisite limited liability company power and authority to carry on its business as now conducted.

(ii) Authorization. Seller has the power and authority to enter into and perform this Agreement and Seller has duly authorized the execution and delivery of this Agreement.

(iii) No Encumbrance. During the period on and after July 29, 2014 to and including the Closing Date Seller will not lease the Property, grant an easement on the Property or grant any lien or security interest on the Property.

(b) Survival of Seller's Representations. The representations and warranties of Seller shall not survive the Closing.

5. Buyer's Representations.

(a) Buyer makes the following representations and warranties to Seller as of the Effective Date and the Closing Date:—

(i) Organization. Buyer is an entity duly organized and validly existing under the laws of the State of \_\_\_\_\_, if not organized under the laws of the State of Ohio, is duly qualified to transact business in the State of Ohio and has all requisite entity power and authority to carry on its business as now conducted.

(ii) Authorization. Buyer has the power and authority to enter into and perform this Agreement and Buyer has duly authorized the execution and delivery of this Agreement.

(iii) Source of Funds. The sources of funds for payment by Buyer of the Purchase Price are not sources of funds which would be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture) or 21 U.S.C. § 881 (Drug Property Seizure).

(iv) OFAC. Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under regulations of the Office of Foreign Asset Contract ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or any other federal law or regulation.

(v) Sufficient Funds. Buyer has the funds immediately available to Buyer, or irrevocable and binding commitments from banks, responsible "accredited investors" or "institutional investors" which have the funds available to them, subject only to customary closing conditions, to provide the funds required to consummate the transactions contemplated by this Agreement.

(vi) ERISA. Neither Buyer nor the funds for payment by Buyer of the Purchase Price is a "plan asset," as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.

(b) Survival of Buyer's Representations. The representations and warranties of Buyer shall survive the expiration or the termination of this Agreement or the Closing.

6. Assignment; Binding Effect. Except as otherwise permitted by this Section 6, Buyer shall not be permitted to assign this Agreement or assign or delegate any of its rights hereunder, in whole or in part, without the prior written consent of Seller, which consent may be withheld for any reason or for no reason. Buyer shall have the right, without Seller's consent, to assign this Agreement in its entirety to an "affiliate" of Buyer; provided, however, that such assignment shall not release or relieve Buyer of and from

any liability or obligation under this Agreement and Buyer shall continue to be primarily liable to Seller under this Agreement. As used herein, the term "affiliate" shall mean any entity which controls, is controlled by or is under common control with Buyer. No assignment of this Agreement or Buyer's rights hereunder shall be effective unless Buyer shall have furnished to Seller no later than ten (10) business days prior to the Closing Date both an executed copy of the assignment plus a written assumption agreement, in form reasonably satisfactory to Seller, by the assignee to assume, perform and be responsible, jointly and severally with the Buyer named herein, for the performance of all of the obligations of Buyer under this Agreement and to pay all additional transfer or documentary taxes imposed as a result of such assignment, and which contains a representation and warranty by the assignee that all of the representations and warranties made by Buyer in this Agreement are true and correct with respect to the assignee as of the date of the assumption agreement. In no event shall Buyer be relieved of any liability hereunder by reason of an assignment of its rights hereunder and the express terms of any assignment by Buyer shall reaffirm Buyer's obligations hereunder. Seller shall have the right to rely in good faith on the genuineness and validity of the notice from Buyer of an assignment and to convey the Property to the assignee without any consent or approval from Buyer and without liability to Buyer or any other person. Buyer shall indemnify and save Seller harmless from and against any such loss, liability, cost and expense (including, without limitation, attorneys fees) in connection with such assignment; this sentence shall survive the termination of this Agreement or the Closing. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

7. Conditions Precedent to Closing; Closing.

(a) Seller's Conditions Precedent to Closing. Seller shall not be obligated to close under this Agreement unless each of the following conditions shall be satisfied or waived by Seller on or before the Closing Date:

(i) Accuracy of Representations. The representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the Closing Date.

(ii) Payment of Purchase Price. Buyer shall have paid the Purchase Price to the Title Company and the Title Company shall be unconditionally authorized to pay the Purchase Price to Seller.

(iii) No Default. Buyer shall not be in default hereunder in any material respect after written notice by Seller to Buyer of such default ~~and such default shall remain uncured on the Closing Date.~~

(iv) Buyer's Closing Documents. Buyer shall have delivered at or by Closing all of the documents and other items referred to in Section 8(b) and Section 8(c) or as otherwise required by this Agreement, if at all.

If on the Closing Date any such condition does not exist, Seller shall not be obligated to close under this Agreement and Seller may enforce the remedies of Seller under Section 11(a) by reason of the failure of such condition.

(b) Buyer's Conditions Precedent to Closing. Buyer shall not be obligated to close under this Agreement unless each of the following conditions shall be satisfied or waived by Buyer on or before the Closing Date:

(i) Title Policy. If requested by Buyer, the Title Company shall commit in writing to Buyer to issue, upon payment of the title premium therefor and the Purchase Price and the satisfaction of the conditions/requirements set forth in the title commitment for the Property by the Title Company, an owner's title insurance policy in an amount not more than the Purchase Price, subject only to the exceptions set forth in the title commitment for the Property by the Title Company and the Permitted Encumbrances (as defined in Section 8(a)(i)).

(ii) Accuracy of Representations. The representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Closing Date.

(iii) Default of Seller. Seller shall not be in default hereunder in any material respect after written notice by Buyer to Seller of such default ~~and such default shall remain uncured on the Closing Date.~~

(iv) Seller's Closing Documents. Seller shall have delivered at or by Closing all of the documents and other items referred to in Section 8(a) and Section 8(c) or as otherwise required by this Agreement, if at all.

If on the Closing Date any such condition does not exist, Buyer may elect, as Buyer's sole and exclusive remedy, either (A) to waive such condition(s) and to close, without abatement of the Purchase Price, (B) to terminate this Agreement and receive on written demand by Buyer to the Escrowee, with a copy to Seller, the return of the Deposit, or (C) if applicable, to enforce the remedies of Buyer, if any, under Section 11(a) by reason of a default of Seller hereunder. Upon the return of the Deposit pursuant to this Section 7(b), this Agreement shall terminate and neither party shall have any further obligations hereunder (except for the liabilities and obligations of Seller and Buyer set forth in this Agreement which expressly survive the termination of this Agreement). The termination of this Agreement by Buyer pursuant to this Section 7(b) shall not impair or affect the liability or obligations of Buyer under Section 6, Section 12, or Section 15.

(c) Closing. The closing ("Closing") for the delivery of the Deed, payment of the Purchase Price and delivery of the other instruments provided for in this Agreement shall be held on October 23, 2014 or such earlier date of which Buyer elects by giving Seller not less than five (5) business days prior written notice (the "Closing Date"), at the election of Seller, either at the offices of the Escrowee or through an escrow with Escrowee. If Buyer does not close the purchase of the Property on the Closing Date, and the Closing subsequently occurs, in addition to all other amounts payable by Buyer at Closing, Buyer shall pay to Seller a late fee equal to \$500.00 for each calendar day on and after the scheduled Closing Date to, but not including, the subsequent date on which the Closing occurs.

8. Closing Documents.

(a) Closing Documents by Seller. At Closing, Seller shall deliver to Buyer the following:

(i) a transferable and recordable limited warranty deed substantially in the form of EXHIBIT B hereto (the "Deed") conveying to Buyer title to the Property in fee simple, free and clear of all defects, liens, encumbrances or other matters, except (A) real property taxes and installments of assessments, general and special, not yet due and payable, including without limitation, any agricultural tax savings relating to the Property which would be subject to recoupment if the Property is converted to a non-agricultural use, (B) all existing publicly dedicated roads and streets, (C) all covenants, conditions, reservations, exceptions, easements, rights-of-way and other matters of record, (D) all matters that would be disclosed by an accurate current ALTA survey of the Property and (E) all building codes and zoning ordinances and all other laws, ordinances, regulations, rules and orders affecting the Property (collectively, the "Permitted Encumbrances");

(ii) a title affidavit in the form of EXHIBIT C hereto;

(iii) an affidavit of Seller's non-foreign status;

(iv) evidence of the existence of Seller and a favorable certificate as to the entity authority and the capacity of the signatory for Seller; and

(v) a counterpart of the Settlement Statement (as defined in Section 9).

(b) Closing Documents by Buyer. At Closing, Buyer shall execute and deliver to Seller the following: (i) if Buyer is not an individual, evidence of the existence of Buyer and a favorable certificate as to the entity authority and the capacity of the signatory for Buyer; and (ii) a counterpart of the Settlement Statement.

(c) Additional Deliveries by Seller and Buyer. At the Closing, Seller and Buyer shall each deposit with and/or deliver to, as applicable, the other of them and the Title Company such other customary instruments, if any, as are reasonably required to consummate the purchase of the Property in accordance with the terms hereof; provided that, such instruments shall impose no liability or obligation on either party hereto (other than liabilities or obligations that are immaterial in scope and nature) and are reasonably acceptable to Seller and Buyer.

9. Prorations and Expenses. Buyer shall pay the transfer tax on the Deed, the recording fees for the recording of the Deed, the cost for any owner's title insurance policy which is obtained by Buyer and any escrow fee of the Title Company for Closing. The real property taxes and assessments for the Property shall not be prorated and shall be paid by Buyer. Buyer shall be responsible for and shall pay when due any agricultural tax savings relating to the Property which would be subject to recoupment if the Property is converted to a non-agricultural use. At Closing, Seller and Buyer shall enter into a settlement statement in customary form with respect to the Closing to reflect the Purchase Price and this Section 9 (the "Settlement Statement"). This Section 9 shall survive the Closing.

10. Possession. Exclusive possession of the Property shall be given to Buyer on the Closing Date, subject, however, to the Permitted Encumbrances.

11. Default.

(a) Default by Seller. The term "Permitted Event" shall mean the occurrence of the following on the date of Closing: Buyer shall be ready, willing and able to complete Closing in accordance with this Agreement; Buyer shall have appeared at the place designated for Closing and shall have tendered the Purchase Price to Seller or the Escrowee (or shall have given written notice to Seller that, but for the anticipatory repudiation of this Agreement by Seller of which Buyer has given prior written notice to Seller, Buyer would appear at the place designated for Closing and would tender the Purchase Price to Seller or the Escrowee), and Seller, notwithstanding the foregoing, shall have defaulted in its obligation to complete Closing in accordance with this Agreement. Except upon the occurrence of a Permitted Event, Buyer agrees that Buyer shall not (and hereby waives any right to) ever file or assert any *lis pendens* against the Property or any portion thereof nor commence or maintain any action against Seller for specific performance under this Agreement nor for a declaratory judgment as to Buyer's rights under this Agreement. If the sale of the Property is not consummated because of a default by Seller or a Permitted Event, Buyer, as its sole and exclusive remedy, may either (i) in the event of a default by Seller or a Permitted Event, terminate this Agreement by delivery of a written notice of termination to Seller, whereupon the Deposit shall be immediately returned to Buyer, or (ii) in the event of a Permitted Event, seek enforcement of this Agreement by specific performance; provided, however, that in no event shall Buyer have the right to collect or pursue any damages from Seller, whether actual, consequential, punitive, or otherwise, or any other injunctive or other equitable relief. This Section 11(a) shall not impair or affect any obligation of Buyer which expressly survives the termination of this Agreement.

(b) Default by Buyer; Specific Performance. If Buyer defaults under this Agreement on the Closing Date by failing to complete Closing in accordance with the terms of this Agreement, then, upon written demand from Seller to the Escrowee, the Deposit shall be paid to Seller by the Escrowee (and Buyer hereby irrevocably directs the Escrowee to make such payment in such circumstance) and Seller may elect either to enforce this Agreement by an action for specific performance or may retain the Deposit as liquidated damages and not as a penalty. The retention of the Deposit shall be Seller's sole remedy in the event Seller elects to retain the Deposit as liquidated damages. Seller and Buyer agree that the actual damages to Seller in the event Seller elects to retain the Deposit as liquidated damages are impractical to ascertain as of the Effective Date and the amount of the Deposit is a reasonable estimate thereof. Upon retention by Seller of the Deposit as liquidated damages, this Agreement shall terminate.

The termination of this Agreement pursuant to this Section 11(b) shall not impair or affect the liability or obligations of Buyer under Section 6, Section 12 or Section 15.

12. Brokers. Seller represents and warrants to Buyer that Seller has dealt with no broker or other intermediary in connection with this transaction or the sale of the Property other than Ohio Real Estate Auctions, LLC, an Ohio limited liability company ("Seller's Broker"), Cassidy Turley Commercial Real Estate Services, Inc., a Missouri corporation ("Seller's Coop Broker"), and \_\_\_\_\_, a(n) \_\_\_\_\_ ("Buyer's Broker"). Buyer represents and warrants to Seller that Buyer has dealt with no broker or other intermediary in connection with this transaction or the sale of the Property other than Seller's Broker, Seller's Coop Broker and Buyer's Broker. Seller represents and warrants that Seller's Broker and Seller's Coop Broker are the broker for Seller and not Buyer. Buyer represents and warrants that Buyer's Broker is the broker for Buyer and not Seller. The respective commissions of Seller's Broker, Seller's Coop Broker and Buyer's Broker will be paid by Seller pursuant to separate agreements among Seller, Seller's Broker, Seller's Coop Broker and Buyer's Broker. Seller shall indemnify and hold Buyer harmless from and against any and all claims of Seller's Broker, Seller's Coop Broker, and any other broker engaged by the Seller in connection with the sale of the Property. Buyer shall indemnify and hold the Seller harmless from any and all claims of brokers (other than Buyer's Broker) engaged by Buyer in connection with the purchase of the Property. This Section 12 shall survive the expiration or the termination of this Agreement or the Closing.

13. Notices. Any notice required or permitted to be given to a party under this Agreement, shall be deemed given if (a) mailed by U.S. certified or registered mail, postage prepaid, (b) personally delivered or (c) deposited with a nationally recognized overnight courier service, addressed as follows:

To Seller: MW Custom Papers, LLC  
c/o MeadWestvaco Corporation  
501 South Fifth Street  
Richmond, VA 23219-0501  
Attention: Corporate Secretary

with copies to:

MeadWestvaco Corporation  
501 South Fifth Street  
Richmond, VA 23219-0501  
Attention: Ms. Robin Rinderle

and

Thompson Hine LLP  
10050 Innovation Drive, Suite 400  
Dayton, OH 45342  
Attention: Timothy J. Hackert, Esq.

To Buyer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Any notice required or permitted to be given to a party under this Agreement shall be effective upon receipt or when delivery is refused. Either party may change its address for notices by written notice to the other party at its then current address for notices in accordance with this Section 13.

14. TIME IS OF THE ESSENCE; Joint and Several; Sophistication of the Parties. TIME IS OF THE ESSENCE UNDER THIS AGREEMENT. If Buyer is more than one person or entity, the obligations of Buyer under this Agreement are joint and several. Each party hereto hereby acknowledges

and agrees that it has consulted legal counsel in connection with the negotiation of this Agreement and that it has bargaining power equal to that of the other party hereto in connection with the negotiation and execution of this Agreement. Accordingly, the parties hereto agree the rule of contract construction to the effect that an agreement shall be construed against the draftsman shall have no application in the construction or interpretation of this Agreement.

15. Enforcement. If either party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute shall pay, on demand, any and all out-of-pocket costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment. This Section 15 shall survive the termination of this Agreement or the Closing.

16. Miscellaneous. The captions or headings of the Sections and subsections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement. Wherever in this Agreement the singular number is used, the same shall include the plural and vice versa and the masculine gender shall include the feminine gender and vice versa as the context shall require. This Agreement represents the complete agreement of Seller and Buyer with respect to the subject matter hereof. No change, alteration, amendment, modification or waiver of any of the terms of this Agreement shall be valid unless the same shall be in writing and signed by the party against whom enforcement is sought. This Agreement may be executed in multiple counterparts each of which shall be deemed an original but together shall constitute one agreement. This Agreement shall be governed by and construed according to the laws of the State of Ohio. This Agreement may be executed and delivered via PDF with the same force and effect, and if so executed and delivered shall be effective, as if an original of this Agreement were executed and delivered.

WITNESS the execution hereof effective as of the Effective Date.

MW CUSTOM PAPERS, LLC, a limited liability company, successor by merger and by conversion to The Mead Corporation, an Ohio corporation

\_\_\_\_\_  
a(n) \_\_\_\_\_

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

Name:

Title:

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

Name:

Title:

Escrow Terms

EXHIBIT A – Legal Description of Property

EXHIBIT B – Form of Limited Warranty Deed

EXHIBIT C – Form of Title Affidavit

790701-1790701.2



## ESCROW TERMS

1. Deposit. The Escrowee shall promptly give written notice to Seller and Buyer to acknowledge receipt of the sum of \$\_\_\_\_\_ (the "Deposit"). The Escrowee shall immediately upon receipt place, and pending consummation of the transaction shall hold, the Deposit in escrow in accordance with Section 2 hereof (the "Escrow Terms"). Buyer shall bear the risk of loss of the Deposit.

2. Escrow Terms.

(a) Immediately upon receipt from Buyer of the Deposit, the Escrowee shall place the Deposit in a non-interest bearing escrow account of the Escrowee at \_\_\_\_\_ **Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263**. The Deposit is referred to herein as the "Funds".

(b) The Title Company shall subsequently disburse the Funds in accordance with the provisions of the Purchase Agreement to which these Escrow Terms are attached (the "Purchase Agreement") and these Escrow Terms as follows:

(i) At Closing, the Funds shall be paid to Seller and applied to the Purchase Price.

(ii) If the Purchase Agreement terminates, or is terminated, as provided thereby or there is a failure to close under the Purchase Agreement, either Seller or Buyer (the "Notifying Party") may give notice to the other of them (the "Recipient") and to the Escrowee that the Purchase Agreement has terminated, as provided thereby, and either Seller or Buyer, as the case may be, is entitled to receive the Funds. The Recipient shall have five (5) business days after it is served with such notice to notify the Escrowee and the Notifying Party that such is not the case. If the Recipient does so deny any such notice by notice to the Escrowee and the Notifying Party, then the Escrowee shall continue to hold the Funds in the escrow account until it receives a joint instruction from both Seller and Buyer or instruction (by order) from a court of competent jurisdiction. If the Recipient does not dispute such notice within the five (5) business day period, then the Escrowee shall disburse the Funds as specified by the Notifying Party.

(iii) The Escrowee shall follow any joint written instruction concerning the Funds from Seller and Buyer or any instruction from a court of competent jurisdiction.

(iv) There is no fee payable to the Escrowee for acting as escrow agent for the Funds under these Escrow Terms.

(c) All notices and communications herein required to be given or made to Seller or Buyer shall be given as required by the Purchase Agreement to which these Escrow Terms are attached. All notices and communications to the Escrowee shall be in writing and shall be deemed served when received by the Escrowee at its address set forth in Section 2(a) of the Purchase Agreement, Attention: Escrow Officer. A duplicate copy of any notice or communication to any party under this Section 2 shall also be given to the other party not giving such notice or communication.

(d) The duties and obligations of the Escrowee shall be determined solely by the express provisions of this Section 2, and the Escrowee shall not be liable except for the performance of the duties and obligations specifically set forth herein. In furtherance and not in limitation of the foregoing: (i) the Escrowee shall not be responsible in any manner and the parties, jointly and severally, will reimburse and indemnify the Escrowee for and hold it harmless against any loss, liability, or expense including, but not limited to, reasonable attorneys' fees incurred, arising out of, or in connection with its acceptance of or performance of its duties and obligations under this Section 2 as well as the reasonable costs and expenses of defending against any claim or liability arising out of or relating to, this Section 2, other than for the gross negligence or willful misconduct of the Escrowee; (ii) the Escrowee shall not be liable for any error in judgment or for any act done or step taken or omitted by the Escrowee in good faith or for any mistake in fact or law or for anything which the Escrowee may do or refrain from doing in connection herewith, other than for the gross negligence or willful misconduct of the Escrowee; and (iii) the Escrowee

shall not be liable for any loss or impairment of the Funds in the escrow account. Whichever of Seller and Buyer shall prevail in any dispute with respect to the payment of the Funds shall be entitled to payment from the other party for any amounts paid by the prevailing party pursuant to clause (i) above, which shall be paid on demand.

(e) This Section 2 shall terminate upon the disbursement by the Escrowee of all of the Funds as provided hereby.

The undersigned hereby accepts these Escrow Terms as Escrowee.

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

CHICAGO TITLE INSURANCE COMPANY,  
a Nebraska corporation

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

Name:

Title:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY





EXHIBIT B

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, MW CUSTOM PAPERS, LLC, a Delaware limited liability company, successor by merger pursuant to the Certificate recorded at \_\_\_\_\_, a recorded copy of which is set forth in EXHIBIT B hereto, and by conversion pursuant to certificate recorded at \_\_\_\_\_, a recorded copy of which is set forth in EXHIBIT C hereto, to The Mead Corporation, an Ohio corporation, for valuable consideration paid, grants, with limited warranty covenants, to \_\_\_\_\_, a \_\_\_\_\_, whose tax mailing address is \_\_\_\_\_, the real property situated in Miami Township, County of Montgomery, Ohio and more particularly described in EXHIBIT A hereto (the "Property").

Prior Instrument Reference: \_\_\_\_\_, \_\_\_\_\_ County, Ohio Records.

The Property is conveyed subject to, and there are hereby excepted from the limited warranty covenants, all of the following matters: (A) real property taxes and installments of assessments, general and special, not yet due and payable, including without limitation, any agricultural tax savings relating to the Property which would be subject to recoupment if the Property is converted to a non-agricultural use, (B) all existing publicly dedicated roads and streets, (C) all covenants, conditions, reservations, exceptions, easements, rights-of-way and other matters of record, (D) all matters that would be disclosed by an accurate current ALTA survey of the Property and (E) all building codes and zoning ordinances and all other laws, ordinances, regulations, rules and orders affecting the Property.

[INSERT SECTION 3(c) FROM THE PURCHASE AGREEMENT.]

WITNESS the execution hereof this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MW CUSTOM PAPERS, LLC, a Delaware limited liability company, successor by merger and by conversion to The Mead Corporation, an Ohio corporation

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

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ of MW Custom Papers, LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

- EXHIBIT A – Legal Description of Property
- EXHIBIT B – Recorded Certificate of Merger
- EXHIBIT C – Recorded Certificate of Conversion

This Instrument Prepared By:  
Timothy J. Hackert, Esq.  
Thompson Hine LLP  
10050 Innovation Drive, Suite 400  
Dayton, Ohio 45342

After recording, return to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]





EXHIBIT C

TITLE AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

[INSERT MW ENTITY], a(n) \_\_\_\_\_ ("Seller"), being first duly sworn, deposes and says with respect to the real estate (the "Property") described in Commitment No. \_\_\_\_\_ issued by \_\_\_\_\_ (the "Title Commitment"), as follows:

1. That there are no unpaid bills incurred by Seller for work performed upon or materials delivered to the Property for the construction or improvement of the Property during the past ninety (90) days, except for any bills which will be paid by Seller in the ordinary course of business.
2. That there are no rights of possession, use or otherwise outstanding in third persons by reason of unrecorded leases, land contracts, sale contracts, options or other documents by reason of any act of Seller other than as disclosed by the Title Commitment or the Purchase Agreement dated as of \_\_\_\_\_, 20\_\_ (the "Purchase Agreement") between Seller, as "Seller," and \_\_\_\_\_, a(n) \_\_\_\_\_, as "Buyer".
3. That no proceedings in bankruptcy or receivership have been instituted by or against Seller within the last ten (10) years, and that Seller has never made an assignment for the benefit of creditors.
4. This Affidavit shall remain in effect until [INSERT DATE 90 DAYS FROM CLOSING]. If no written claim has been given to Seller prior to [INSERT DATE 90 DAYS FROM CLOSING], this Affidavit shall terminate and shall be of no further force and effect.

SELLER FURTHER SAYS that the foregoing statements are made from personal knowledge of the facts and for the purpose of inducing \_\_\_\_\_ to issue its policy of title insurance pursuant to the Title Commitment.

FURTHER SELLER SAITH NOT.

Date: \_\_\_\_\_, 20\_\_

[INSERT MW ENTITY],  
a(n) \_\_\_\_\_

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

Sworn to before me and subscribed in my presence by the said \_\_\_\_\_, \_\_\_\_\_ of [INSERT MW ENTITY], a(n) \_\_\_\_\_, on behalf of the [company/corporation], this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

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Document 2 ID	PowerDocs://DAYTON/790701/2
Description	DAYTON-#790701-v2-Purchase_Agreement/Byers_Road Parcel
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