



Voluntary Remediation Program

West Virginia Department of Environmental Protection
Office of Environmental Remediation

Application Instructions

Program Overview

The Voluntary Remediation Program (VRP) encourages voluntary remediation and redevelopment of contaminated or potentially contaminated sites in West Virginia by providing financial incentives and limiting liability under environmental laws and rules. The program is authorized by W.V. Code §22-22 (Voluntary Remediation and Redevelopment Act), regulated by 60CSR3 (Voluntary Remediation and Redevelopment Rule), and administered by the Office of Environmental Remediation (OER).

W.V. Code §22-22	Voluntary Remediation and Redevelopment Act http://www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=22&art=22
60CSR3	Voluntary Remediation and Redevelopment Rule (last revised 6/1/2014) http://apps.sos.wv.gov/adlaw/csr/readfile.aspx?DocId=25666&Format=PDF

Licensed Remediation Specialists

A Licensed Remediation Specialist (LRS) must be contracted by an applicant for preparation of an application and supervision of the remediation. A LRS is tested, certified, and licensed by WVDEP. The LRS is responsible for all remediation activities at a site and has a duty to protect the safety, health, and welfare of the public in the performance of his or her professional duties.

A list of Licensed Remediation Specialists for hire is located on OER's webpage:

https://apps.dep.wv.gov/oer/l_list4.cfm

Pre-Application Conference

All potential applicants may request a pre-application conference with WVDEP staff prior to submission of an application. The conference will include a discussion of the conditions of the site and the potential future use of the site. Brownfield applicants, as defined by the Voluntary Remediation and Redevelopment Rule §60-3-2.8, are required to participate in a pre-application conference.

To request a pre-application conference, contact the Office of Environmental Remediation (304-926-0455).

Application Fee

The application fee must be submitted at the time the application is filed in the form of a check payable to the Voluntary Remediation Administrative Fund. To determine the application fee for a site, refer to Section 7 of the application.

WITHDRAWALS: If an applicant withdraws an application prior to determination of eligibility to participate by WVDEP or if WVDEP rejects the application and the applicant does not re-submit a revised application within twenty-five (25) days, the applicant will receive a refund of one-half the application fee paid. The application fee is non-refundable if an applicant fails to enter into a Voluntary Remediation Agreement within thirty-one (31) days of the acceptance of an application.

Application Submittal

Mail two hardcopies of the completed application and required attachments with the application fee to:

Office of Environmental Remediation
West Virginia Department of Environmental Protection
601 57th Street SE
Charleston, WV 25304

Submission of an electronic copy of the completed application and required attachments is required in addition to the hardcopies. The electronic copy may be placed on CD and mailed with the hardcopies or emailed to DEPOERFileCopy@wv.gov.

Application Review and Process

After receipt of an application, WVDEP will review the application and approve, deny, or request modifications within forty-five (45) days, unless an extension of time is mutually agreed to and confirmed in writing.

Upon acceptance of an application, WVDEP will enter into a Voluntary Remediation Agreement (VRA) with the applicant within thirty-one (31) days after the application has been accepted. If an agreement has not been negotiated by this time, either party may withdraw from negotiations. However, if it becomes impractical to reach an agreement within thirty-one (31) days, the time limit may be extended by mutual agreement and confirmed in writing.

A WVDEP project manager is assigned to each project as the WVDEP designated representative at the site. The project manager will work with the applicant and LRS to properly remediate the site and ultimately issue a Certificate of Completion.



Voluntary Remediation Program Application

Section 1 – PROGRAM ELIGIBILITY

	YES	NO
1. Has the site been listed or proposed to be listed on the National Priorities List developed by the USEPA pursuant to Title I of the Comprehensive Environmental Response, Compensation, and Liability Act?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is the site subject to a unilateral order issued by the USEPA pursuant to §104 through §106 of the Comprehensive Environmental Response, Compensation, and Liability Act?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the site subject to a unilateral enforcement order under §3008 or §7003 of the Resource Conservation and Recovery Act?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Is the site subject to a unilateral enforcement order for corrective action issued pursuant to any provision of Chapter 22 of the West Virginia Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Was the release which is subject to remediation created through gross negligence or willful misconduct by the applicant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you answered "yes" to any of the above questions, contact the Office of Environmental Remediation (304-926-0455) for assistance.

Section 2 – APPLICANT INFORMATION

Applicant

Applicant's Legal Name Freedom Industries, Inc.			
Aliases or Other Names By Which Applicant Is Known or Does Business			
Address 1015 Barlow Drive		City Charleston	State WV
		Zip Code 25311	
Contact Name Mark J Welch		Contact Title Chief Restructuring Officer	
Phone 412-498-8258	Alternate Phone	Email MWelch@morrisanderson.com	
Type of Entity <input checked="" type="checkbox"/> Private Business <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government <input type="checkbox"/> Local Government <input type="checkbox"/> Other:			
Relationship to Property <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Prospective Purchaser <input type="checkbox"/> Prospective Operator <input type="checkbox"/> Other:			

Co-Applicant 1 (if applicable)

Co-Applicant's Legal Name			
Aliases or Other Names By Which Co-Applicant Is Known or Does Business			
Address		City	State
		Zip Code	
Contact Name		Contact Title	
Phone	Alternate Phone	Email	
Type of Entity <input type="checkbox"/> Private Business <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government <input type="checkbox"/> Local Government <input type="checkbox"/> Other:			
Relationship to Property <input type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Prospective Purchaser <input type="checkbox"/> Prospective Operator <input type="checkbox"/> Other:			

Co-Applicant 2 (if applicable)

Co-Applicant's Legal Name			
Aliases or Other Names By Which Co-Applicant Is Known or Does Business			
Address		City	State
		Zip Code	
Contact Name		Contact Title	
Phone	Alternate Phone	Email	
Type of Entity <input type="checkbox"/> Private Business <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Federal Government <input type="checkbox"/> State Government <input type="checkbox"/> Local Government <input type="checkbox"/> Other:			
Relationship to Property <input type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Prospective Purchaser <input type="checkbox"/> Prospective Operator <input type="checkbox"/> Other:			

Billable Party

Billable Party's Name Freedom Industries		Phone 412-498-8258	
Address 1015 Barlow Drive		City Charleston	State WV
		Zip Code 25311	
Contact Name Mark J Welch		Contact Title Chief Restructuring Officer	

Legal Right to Perform Work Required

One or more of the following forms of proof of the applicant's legal right to perform the work required is attached to the application:	
<input checked="" type="checkbox"/> Property Deed	<input type="checkbox"/> Property Access Agreement

Financial Capabilities

Provide a brief description of the applicant's financial capabilities to successfully complete the voluntary remediation and satisfy any contractual obligations entered into by the applicant that relate to the voluntary remediation.

Sufficient Cash on Hand for short-term costs, Liquidation Plan for long-term costs

One or more of the following forms of proof of the applicant's financial capability is attached to the application.

- | | |
|--|---|
| <input type="checkbox"/> Annual Report or Prospectus for a Publicly Held Company | <input type="checkbox"/> Letter of Credit from a Financial Institution |
| <input type="checkbox"/> Grant Award | <input checked="" type="checkbox"/> Other: <u>U.S. Bankruptcy Court Form 25C; Order Granting Motion to Approve Modified Settlement Agreement and Insurance Buy-Back</u> |

Is a party other than the applicant providing the proof of financial capability?

No

Yes Demonstrate the relationship to the applicant.

Confidentiality Claim

Information obtained by WVDEP for the Voluntary Remediation Program is available to the public unless the applicant demonstrates that the information or parts thereof, if made public, would divulge methods, processes, or activities entitled to protection as trade secrets (any information protected from disclosure under WV Code §29B-1-4(1)).

- Applicant asserts a confidentiality claim. Applicant does not assert a confidentiality claim.

If asserting a confidentiality claim, specify the items for which confidentiality is being claimed.

Section 3 – TECHNICAL CAPABILITIES

LRS Contact Information

LRS Name Ira Buchanan	Company Arcadis U.S.	LRS Number 223
Address 111 -D Sanders Lane	City Bluefield	State VA
Phone 1-800-897-1063	Alternate Phone	Email ira.buchanan@arcadis-us.com
Zip Code 24605		

Experience

Has the LRS previously managed West Virginia Voluntary Remediation Program projects?		
<input checked="" type="checkbox"/> Yes	List the three most recent projects that the LRS has managed.	
	VRP #	Project Name
	09087	Chevron Facility 122722, Charleston, WV
	08792	Chevron Facility 211621 Parkersburg, WV
	08664	Chevron Facility 304525 Bradley, WV
<input type="checkbox"/> No	Provide a brief description of any experience applicable to this project.	
	COC Issued	<input type="checkbox"/>
		<input type="checkbox"/>
		<input checked="" type="checkbox"/>

Section 4 – SITE DESCRIPTION

Physical Location

Site Name Freedom Industries, Inc.			Size (acres) 4.87
Address 1015 Barlow Drive		City Charleston	Zip Code WV
County Kanawha			
Driving Directions (if necessary)			

GIS Data

Collection Point <input type="checkbox"/> Center of Site <input type="checkbox"/> Main/Front Door <input checked="" type="checkbox"/> Main Entrance/Front Gate <input type="checkbox"/> Other:			
Latitude (degrees/minutes/seconds) 38°22'5.27"N	Longitude (degrees/minutes/seconds) 81°36'23.53"W	Horizontal Datum WGS84	Accuracy (≤12.2 meters required) 3 m

Additional Locational Data

At least one site map identifying site boundaries is attached to the application (required).

If necessary, provide a brief description of any other identifying information that will serve to clearly and concisely identify the property.

Legal Description

Provide tax map information for each tax map parcel within the site boundaries. Attach a legal property description for each parcel.

District	Address/Description	Map No.	Parcel No.	Deed Book	Page No.	Acres
Elk	1015 Barlow Dr	44L	33	2867	867	1.01
Elk	1015 Barlow Dr	44L	32	2867	867	1.56
Elk	1015 Barlow Dr	44L	31	2867	867	1.30
Elk	1015 Barlow Dr	44L	30	2867	867	1.00

Survey

A survey of the property has been made and is attached to the application.

Property Owner

Applicant is property owner.

Owner's Name Freedom Industries			
Address 1015 Barlow Drive		City Charleston	State WV
Zip Code 25311			
Contact Name Mark J Welch		Contact Title Chief Restructuring Officer	
Phone 412-498-8258	Alternate Phone	Email MWelch@morrisanderson.com	

The site has more than one current property owner, and additional property owner information is attached to the application.

Operator

n/a Applicant is operator. Property owner is operator.

Operator's Name			
Address		City	State
Zip Code			
Contact Name		Contact Title	
Phone	Alternate Phone	Email	

The site has more than one current operator, and additional operator information is attached to the application.

Section 5 – EXISTING ENVIRONMENTAL INFORMATION

Site Identification

List all WVDEP and USEPA identification numbers assigned to the site (solid waste, UST/LUST, CERCLIS, RCRIS, UIC, etc.).

Issuing Agency	Type	Identification Number
WVDEP	Former VRP Program Number	04506
USEPA	Freedom Industries, Inc.	WVR000502559
USEPA	Penzoil-Quaker State Co, Etowah Terminal	WVD055573745

Environmental Permits

List all past, present, and pending permits issued by WVDEP or USEPA relating to the site.

Issuing Agency	Type	Permit ID	Issue Date	Expiration Date
USEPA	NDPES including re-issues	WV0045225	6/30/1986	3/31/2009
USEPA	RCRA	WVD055573745		
WVDEP	General Stormwater Permit including re-issues	WVG610920	3/30/2001	12/31/2014
WVDEP	Industrial Waste Permit	WV0117226	Unknown	9/4/2014
USEPA	Air Quality Certificate of Operation	Unknown	7/1/2014	6/30/2014
USEPA	Small Quantities Generator - RCRA	WVR000502559	Unknown	Unknown
	CSB – Industrial User Permit	145	9/23/2014	9/22/2015
USEPA	Oil Database - SPCC	R3-WV-00004/R3-WV-00248		
	Air Facility System	5403900035		

Site Assessment

Have any environmental site assessments, sample collections, or analyses been performed on the site?

Yes No

The following environmental site assessments, sample collections, or analyses have been performed and are attached to the application:

Phase I Phase II Other: VRP Final Report

Is the site assessment incomplete?

Yes

No

State the additional site assessment work to be addressed under the Voluntary Remediation Agreement.

Reassess to include MCHM, PPH, PCBs, Lead, calcium chloride, ethylene glycol, glycerin, petroleum hydrocarbons, VOCs, SVOCs

Past Proceedings

Has the property (or any activity conducted on the property) ever been the subject of an administrative (e.g. consent order), civil, or criminal investigation related to protection of the environment?

No

Provide a brief explanation and dates of actions.

Yes

On January 10, 2014, WVDEP issued Order No. 8027 to Etowah River Terminal, LLC. The Order required that Etowah River Terminal, LLC immediately cease and desist any further receipt of material to be stored within the area of the faulty secondary containment. In addition, the Order required Etowah River Terminal, LLC to immediately take all necessary measures to contain, recover and remediate the material that escaped the breached above ground storage tank and the secondary containment structure, including installation of interceptor trenches adjacent to the Elk River and installation and maintenance of booms and absorbents in affected waterways. The Order also required Etowah River Terminal, LLC to immediately conduct an integrity test of all above ground storage tanks and secondary containment structures for the entire facility. Prior to resuming receipt of material to be stored, Etowah River Terminal, LLC was required to provide a report for approval which documented that the integrity of all storage and containment structures were sound. On January 10, 2014 WVDEP issued Order No. 8028 to Freedom Industries, Inc. The Order required Freedom Industries, Inc. to, within twenty-four (24) hours, begin removal of all material from all above ground storage tanks and store the material in an off-site area which provides adequate secondary containment. In addition, the Order required that, within twenty-four (24) hours, Freedom Industries, Inc. submit for approval a plan of corrective action, including an outline of all actions to be taken to immediately remove and appropriately store materials from the site, a detailed plan to appropriately implement remediation of all contaminated soil and/or groundwater, an outline of how all contaminated material and/or unusable product would be properly disposed, and a plan and schedule for the ultimate disposition of the products stored in tanks. On January 22, 2014, WVDEP issued Order No. 8033 to Freedom Industries, Inc. The Order required that, by 4:00 pm on January 22, 2014, Freedom Industries, Inc. provide any and all information fully describing the composition of the materials spilled to the Elk River on January 9, 2014. On March 11, 2014, Freedom Industries, Inc. and WVDEP entered into Consent Order No. 8034. The Order required that, on or before March 15, 2014, Freedom Industries, Inc. remove all material from all above ground storage tanks at the Charleston facility and store the material in an off-site area which provides adequate secondary containment, in accordance with WV Legislative Rule 47CSR58 Section 4.8.a. Upon commencement of the removal of the materials from the tanks, and on a weekly basis thereafter, until project completion, Freedom Industries, Inc. was required to provide a written report to WVDEP detailing progress, outlining anticipated actions, and describing the disposition of the materials removed from the tanks. In addition, the Order required that, on or before March 15, 2014, Freedom Industries, Inc. begin dismantling, removing, and properly disposing of all above ground storage tanks, associated piping, machinery, and appurtenances, associated with the bulk storage operations at the Charleston facility. Freedom Industries, Inc. was required to provide appropriate interim measures to insure that secondary containment was adequate to contain any spills resulting from its dismantling operations. Secondary containment structures surrounding the ASTs were required to remain in place until the ASTs were dismantled and removed from the site. Upon commencement of the dismantling and removal of these fixtures, and on a weekly basis thereafter until the project was completed, Freedom Industries, Inc. was required to provide a written report to WVDEP detailing progress, outlining anticipated actions, and describing the disposition of the materials removed from the site. Freedom Industries, Inc. was also required to document the precise nature of the changes, alterations or modifications, the date they occurred, and by whose authority they were made for all AST dismantling activities.

Section 6 – REMEDIATION OBJECTIVES

Post-Remediation Use

Future Property Use (check all that apply)

- Agricultural Commercial Industrial Recreational Residential School Vacant
 Unknown Other:

Redevelopment

- In Progress
 Imminent
 n/a

Provide a brief description of redevelopment plans.

Redevelopment plans are pending sale of the property.

Section 7 – FEE CALCULATION

(A) Size of Property

Total Square Feet of Surface Area of Property (rounded to nearest 1,000 square feet)
213000

Total Acres (total square feet divided by 43,560)
4.87

Determine the points for size of property:

< 1 acre (10 points)
 ≥ 1 acre, but < 5 acres (20 points)
 ≥ 5 acres (30 points)

(B) Years of Operation

Years Property Operated for Any Non-Residential Activity (Treat partial years as complete years.)

Determine the points for years of operation:

≤ 10 years (10 points)
 > 10 years, but < 20 years (20 points)
 ≥ 20 years (30 points)
 Undetermined (30 points)

(C) NAICS Code

North American Industry Classification System (NAICS) Code(s) for Activities Conducted on the Property
325

Review the tables below. If more than one NAICS Code applies, use the one which results in the greatest number of points.

Table A	
316	Leather and Allied Product Manufacturing
322	Paper Manufacturing
324	Petroleum and Coal Products Manufacturing
325	Chemical Manufacturing
326	Plastics and Rubber Products Manufacturing
331	Primary Metal Manufacturing
332	Fabricated Metal Product Manufacturing
333	Machinery Manufacturing
334	Computer and Electronic Product Manufacturing
335	Electrical Equipment, Appliance, and Component Manufacturing
336	Transportation Equipment Manufacturing
339	Miscellaneous Manufacturing

Table B	
113	Forestry and Logging
211	Oil and Gas Extraction
212	Mining (except Oil and Gas)
213	Support Activities for Mining
221	Utilities
311	Food Manufacturing
312	Beverage and Tobacco Product Manufacturing
313	Textile Mills
314	Textile Product Mills
315	Apparel Manufacturing
321	Wood Product Manufacturing
323	Printing and Related Support Activities
327	Nonmetallic Mineral Product Manufacturing
337	Furniture and Related Product Manufacturing
486	Pipeline Transportation
488	Support Activities for Transportation
511	Publishing Industries (except Internet)
526	Waste Management and Remediation Services

Determine the points for NAICS Code:

NAICS Code not in Table A or B (10 points)
 NAICS Code in Table B (20 points)
 NAICS Code in Table A (30 points)
 NAICS Code undetermined (30 points)

Total Points

Part A Points 20	+	Part B Points 30	+	Part C Points 30	=	Total Points 80
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Determine application fee based on total score:

30 or 40 (\$1,000.00)
 50 or 60 (\$3,000.00)
 70, 80, or 90 (\$5,000.00)

ATTACHMENTS

Indicate the items attached to the application.

Required Attachments

- Proof of Legal Right to Perform Work Required (Section 2)
- Proof of Financial Capability (Section 2)
- Site Map(s) (Section 4)
- Legal Property Description(s) (Section 4)
- Conceptual Site Model Worksheet

Conditional Attachments

- Survey of Property (Section 4)
- Additional Property Owner Information (Section 4)
- Additional Operator Information (Section 4)
- Environmental Site Assessments (Section 5)
- Other:
- Other:
- Other:
- Other:
- Other:

Attachment 1.

Property Deed and Parcel Map

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

In re:

FREEDOM INDUSTRIES, INC.

Case No. 14-20017
Chapter 11

Debtor-in-Possession.

**ORDER APPROVING APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER
PURSUANT TO 11 U.S.C. §§105(a) AND 363(b) AUTHORIZING THE APPOINTMENT
OF MARK WELCH OF MORRISANDERSON & ASSOCIATES, LTD. AS
CHIEF RESTRUCTURING OFFICER**

Upon the application (the Application) of the above-captioned debtor and debtor-in-possession (the "Debtor") for entry of an order, pursuant to 11 U.S.C. §§ 105(a) and 363(b), authorizing the appointment of Mark Welch ("Mr. Welch") of MorrisAnderson & Associates, Ltd. As Chief Restructuring Officer ("CRO"); and upon consideration of the Welch Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having determined that the parties with funds and claims at risk have determined it necessary to engage a person to assume control of the debtor's operations as a CRO and finding the relief requested in the Motion is in the best interests of the Debtor, its creditor sand other parties in interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.
2. In accordance with sections 105(a) and 363(b) of the Bankruptcy Code, the Debtor is authorized to appoint Mr. Welch as CRO, effective as of March 18, 2014.
3. The terms of the Agreement, including, without limitation, the compensation and expense reimbursement provisions, are reasonable terms and conditions of employment and are approved.
4. The Debtor is authorized to pay Mr. Welch in such amounts and at such times as set forth in the Agreement.
5. Mr. Welch shall not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. In addition to the information to be provided in the monthly financial reports the Debtor files, Mr. Welch will file with the Court, reports of compensation earned and expenses incurred on at least a quarterly basis, and parties in interest in this chapter 11 case shall have the right to object to fees paid and/or expenses reimbursed to Mr. Welch within 20 days after the filing of such report (the "Quarterly Reports"). The Quarterly Reports shall summarize the services provided and itemize the expenses incurred and will be subject to Court review in the event an objection is filed.
6. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. This Court shall retain jurisdiction with respect to all matters arising from or relating to the implementation of this Order.

ENTERED: MAR 18 2014



Ronald G. Pearson, Judge

RGP:ls

District/Off: 0425-2
Case: 2:14-bk-20017

User: ljq
Form ID: pdf001

Date Created: 3/18/2014
Total: 78

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

aty McGuireWoods LLP

TOTAL: 1

Recipients of Notice of Electronic Filing:

ust United States Trustee ustpregion04.ct.ecf@usdoj.gov
aty Aaron L. Harrah aaron@hpcbd.com
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aty Bernard E. Layne, III blayne@mel-law.com
aty Charles J Kaiser, Jr cjkaiser@pgka.com
aty Christopher S. Smith chris@hhsmlaw.com
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aty William V. DePaulo william.depaulo@gmail.com

TOTAL: 37

Recipients submitted to the BNC (Bankruptcy Noticing Center):

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cr Scott Miller Bar 101, LLC 101 Capitol Street Charleston, WV 25301
cr John T Miesner PO Box 8396 South Charleston, WV 25303
intp United States of America c/o United States Attorney's Office P.O. Box 1713 Charleston, WV
cr West Virginia Department of Tax and Revenue P. O. Box 766 Charleston, WV 25321-0766
cr Janet Thompson 1326 Elmwood Avenue Charleston, WV 25301
cr South Hills Market and Cafe, LLC 1010 Bridge Road Charleston, WV 25301
cr EJKEnterprises, LLC 405 Capitol Street Charleston, WV 25301 UNITED STATES
cr Stephen Noble Smith 208 Bradford Street Charleston, WV 25301
crcmch Larry Bostick Archer Daniels Midland 4666 Faries Parkway Decatur, IL 62526
crcm Daniel K. Adkins Hartman &Tyner, Inc. aka Mardigras Cas. 1 Greyhound Drive Cross Lanes, WV
25356
crcm Charles W. Lawler Rogers Electrical Contracting Company 2110 Pleasant Valley Road Fairmont,
WV 26554
crcm Stephen Smith 208 Bradford Street, 3rd Floor Charleston, WV 25301
crcm Carolyn Mount, SPHR West Virginia American Water 1600 Pennsylvania Avenue Charleston, WV
25301
sp Pietragallo Gordon Alfano Bosick &Raspanti, LLP One Oxford Centre, 38th Floor Pittsburgh, PA 15219
sp Babst, Calland, Clements &Zomnir, P.C. Two Gateway Center, 6th Floor Pittsburgh, PA 15222
cr Daniel Cleve Stewart 1598 Kanawha Boulevard, E Charleston, WV 25311
cr Mark Strickland 1598 Kanawha Boulevard, East Charleston, WV 25311
cr Melissa Jean Medley 1598 Kanawha Boulevard, East Charleston, We 25311
cr J. E. 1598 Kanawha Boulevard, East Charleston, WV 25311

Order Mailing: Notice Recipients Page 2 of 2

op	Gary Southern	P.O. Box 2031	Charleston, WV 25327-2031	UNITED STATES
aty	Barth &Thompson	P.O. Box 129	Charleston, WV 25321	
aty	Frost Brown Todd LLC	3300 Great American Tower	301 East Fourth Street	Cincinnati, OH
	45202-4182			
aty	A. L. Emch	Jackson &Kelly PLLC	1600 Laidley Tower	P.O. Box 553
aty	Adam J. Levitt	Grant &Eisenhofer P.A.	30 North LaSalle Street, Suite 1200	Chicago, IL 60602
aty	Edward M. King	Frost Brown Todd LLC	400 West Market Street, 32nd Floor	Louisville, KY
	402020			
aty	Guy R. Bucci	P.O. Box 3712	Charleston, WV 25337	
aty	John E. Tangren	Grant &Eisenhofer P.A.	30 North LaSalle Street, Suite 1200	Chicago, IL 60602
aty	John Kennedy Bailey	John Kennedy Bailey Law	P.O. Box 2505	Charleston, WV 25329
aty	Kevin W Thompson	Thompson Barney	2030 Kanawha Blvd E	Charleston, WV 25311
aty	Michael A. Shiner	Tucker Arensberg, P.C.	1500 One PPG Place	Pittsburgh, PA 15222
aty	Michael J. Roeschenthaler	McGuireWoods, LLP	625 Liberty Avenue, 23rd Floor	Pittsburgh, PA
	15222			
aty	P. Rodney Jackson	Law Offices of Rod Jackson	401 Fifth Third Center	700 Virginia Street,
	East	Charleston, WV 25301		
aty	P. Rodney Jackson	Law Offices of Rod Jackson	401 Fifth-Third Center	700 Virginia Street
	East	Charleston, WV 25301		
aty	Ronald W. Crouch	625 Liberty Avenue, 23rd Floor	Pittsburgh, PA 15222	
aty	Scott Schuster	McGuireWoods LLP	625 Liberty Avenue, 23rd Floor	Pittsburgh, PA 15222
aty	Shawn R. Romano	Romano &Associates, PLLC	230 Capitol Street	Suite 200
	25301			Charleston, WV
aty	Van Bunch	Bonnett Fairbourn Friedman &Balint PC	2325 E. Camback Road, Suite 300	Phoenix,
	AZ 85016			
smg	United States Attorney	Southern District WV	P.O. Box 1713	Charleston, WV 25326-1713
smg	WV Department of Tax &Revenue	Bankruptcy Unit	P.O. Box 766	Charleston, WV 25323-0766

TOTAL: 40

This instrument was prepared by:

McGuireWoods LLP
625 Liberty Avenue, 23rd Floor
Pittsburgh, PA 15222
Attn: Robert E. Bittner, Esquire

DEED	2867	867
Recorded In Above Book and Page		
01/13/2014 03:14:32 PM		
Vera J. McCormick		
County Clerk		
Kanawha County, WV		
Deed Tax		0.00
Recording Fee		16.00
TOTAL		16.00

This Confirmatory Deed is made and entered into this the 31st day of December, 2013, by and between Etowah River Terminal, LLC, a West Virginia limited liability company, party of the first part, as grantor ("Grantor"), and Freedom Industries, Inc., a West Virginia corporation, party of the second part, as grantee ("Grantee").

Whereas, under, in accordance with, and pursuant to a plan of merger, Grantor agreed to merge with and into Grantee; and

Whereas, under, in accordance with, and pursuant to the provisions of West Virginia Code § 31B-9-905, articles of merger were filed with the Secretary of State of the State of West Virginia; and

Whereas, Grantee is the surviving entity of such merger; and

Whereas, as required by the provisions of West Virginia Code § 31B-9-904(f), Grantor and Grantee desire to confirm and place of record evidence that title to the property described and referenced in this confirmatory deed vested in Grantee, by operation of law, effective as of such merger.

For and in consideration of the amount of Ten Dollars (\$10.00), and other good and valuable consideration, including, without limitation, the merger of Grantor with and into Grantee, the receipt, sufficiency, and adequacy of all of which are acknowledged by Grantor, Grantor grants, bargains, sells, conveys, confirms, releases, and transfers unto Grantee all of Grantor's right, title, interest, estate, and claim, legal, equitable, and otherwise, in, of, and to that certain lot, parcel, or tract of real property, together with the buildings, structures, fixtures, and other improvements located thereon and the appurtenances thereto, located and situate in Elk District, City of Charleston, Kanawha County, West Virginia, being more particularly described as follows (collectively, the "Property"):

Tract No. 1 - 1.56 acres:

Beginning at an iron pin in the northwest right-of-way line of the Baltimore & Ohio Railroad, which pin is also at the northeast corner of the property of the Board of Education of Kanawha County (known locally as the Bowers School); thence leaving the Baltimore & Ohio Railway right-of-way line and running with the north line of said Bowers School property N. 66° 03' W. passing an iron pin at 204 feet, at the top of the river bank, in all 285 feet to low water mark of Elk River; thence leaving said Bowers School property and running up Elk River with low water mark N. 40° 35' E. 303 feet to a stake; thence leaving Elk River S. 64° E. passing an iron pin at the top of the river bank at 76 feet, in all 196 feet, to an iron pin in the northwest right-of-way line of the Baltimore & Ohio Railroad; thence with the northwest right-of-way line of the Baltimore & Ohio Railroad by a slightly curved line to the left

155.5 feet to a stake; thence S. 22° 03' W. 128.5 feet to the beginning, containing 1.56 acres, more or less; and being the same property that was conveyed by Edith Bowers Bailey and Homer Bailey, her husband, to Elk Refining Company by deed dated December 28, 1938, recorded in Deed Book 481, page 499.

Tract No. 2 - 1.3 acres:

BEGINNING at an iron pin in the westerly line of the right-of-way of said Baltimore & Ohio Railroad Company, which pin is at the common corner between the property hereby conveyed and a tract of 1.56 acres on the southerly side thereof which was conveyed to said Elk Refining Company by Edith Bowers Bailey and Homer W. Bailey, her husband, by deed dated the 28th day of December, 1938, of record in the office of the Clerk of the County Court of Kanawha County, West Virginia, in Deed Book 481, at page 499; thence with the westerly line of said right-of-way and with a curve to the right 200 feet in a northeasterly direction to a stake; thence continuing with the westerly line of said right-of-way N. 26° 30' E. 175 feet to an iron pin; thence leaving said right-of-way N. 64° W. 106.5 feet to a stake at low water mark of Elk River; thence down Elk River and with the meanders thereof S. 39° 25' W. 385.6 feet to an iron pin, which is a common corner between the property hereby conveyed and the adjoining tract owned by the Elk Refining Company; thence with the division line between said tracts S. 64° 0' E. 196 feet to the point and place of beginning, containing 1.3 acres, more or less; and being the same property that was conveyed by Delia Bowers, widow, and James C. Bowers, unmarried, to Elk Refining Company by deed dated August 30, 1941, recorded in Deed Book 588, page 145.

Tract No. 3 - 1 acre:

BEGINNING at a stake in the westerly right of way line of the Baltimore and Ohio Railroad Company, corner to the property heretofore conveyed by the parties of the first part herein to Opal Edens, by deed bearing date the 21st day of January, 1936, and of record in the office of the Clerk of the County Court of Kanawha County, West Virginia, in Deed Book No. 410 at page 433; thence with the division line between said Edens property and the property hereby conveyed, in a westerly direction 350 feet, more or less, to low water of Elk River; thence in a northerly direction and binding on low water mark of Elk River, 117 feet, more or less, to a stake, corner to the School House Lot; thence with the division line between said School House Lot and the property hereby conveyed, in an easterly direction, a distance of 322 feet, more or less, to an iron pin in the westerly right of way line of said Baltimore and Ohio Railroad, thence binding on said westerly right of way line of the aforesaid railroad, in a southerly direction, 110 feet to the place of beginning; containing one acre, more or less; and being the same property that was conveyed by Ambrose C. Smith and Amanda

Smith, his wife, to Elk Refining Company by deed dated July 30, 1947, recorded in Deed Book 799, page 407.

Tract No. 4 - Lot 142 feet x 319 feet:

Beginning at a stake in the westerly line of the right of way of the Baltimore & Ohio Railroad, which stake is the common corner of the land hereby conveyed and lands now or formerly owned by A. C. Smith; thence with the line of the said A. C. Smith property and with a fence; N. 58° 28' W. (passing an old iron pin at 242 feet), in all a distance of 319 feet, more or less, to a stake at the water's edge of Elk River; thence with said Elk River and up the same, N. 42° 33' E. 141.88 feet to a stake at the water's edge, corner to a parcel of land conveyed by Edith Bowers Bailey and husband to Elk Refining Company, by deed dated December 28, 1938, and duly of record in said Clerk's office; thence with the property of said Elk Refining Company (acquired from Edith Bowers Bailey and husband, as aforesaid), S. 59° 04' E. (this is the reverse of the call given in the deed from Edith Bowers Bailey and husband to Elk Refining Company as N. 66° 03' W.) 285.80 feet, more or less, to a stake in the right of way line of the Baltimore & Ohio Railroad; thence with said railroad right of way line, S. 29° 05' W. 142.40 feet to the place of beginning; and being the same property that was conveyed by the Board of Education of the County of Kanawha to Elk Refining Company by deed dated January 9, 1948, recorded in Deed Book 820, page 232.

Such lot, parcel, or tract was granted and conveyed to Grantor by that certain Confirmatory Deed dated December 5, 2013, of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia in Deed Book No. 2865, at Page 893.

Grantor does hereby further GRANT and CONVEY unto Grantee all of Grantor's right, title and interest, if any, in and to all the buildings and improvements on the Property and all the rights of way, easements, permits, licenses, leases, rights, privileges and immunities thereunto belonging or used in connection with the Property.

This conveyance is made SUBJECT TO THE FOLLOWING:

(a) All validly existing covenants, agreements, out conveyances, leases, reservations, restrictions, easements and rights-of-way affecting the Property that are of record in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, including but not limited to the matters set forth in the Source Deed.

(b) Matters or facts not of record that could be ascertained by a physical inspection or accurate survey of the Property.

(c) The lien of real property taxes for the year 2013, which shall be assumed by Grantee.

Subject to the items set forth above in paragraphs (a), (b) and (c), Grantor hereby WARRANTS SPECIALLY the title to the Property hereby conveyed.

DECLARATION OF CONSIDERATION OR VALUE: Grantor hereby declares that this deed is exempt from the excise tax on the privilege of transferring real estate because it is a confirmatory deed to evidence various entity changes pursuant to an agreement and plan of merger.

Declaration of Residency: Under, in accordance with, and pursuant to the provisions of Section 71b of Article 21 of Chapter 11 of the West Virginia Code, Grantor declares that Grantor is a resident entity as defined in Section 71b(a)(4)(A) of Article 21 of Chapter 11 of the West Virginia Code.

[Signature page follows]

Witness the following signature.

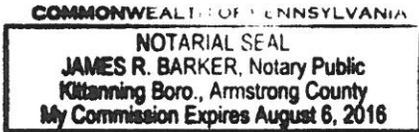
ETOWAH RIVER TERMINAL, LLC,
a West Virginia limited liability company

By: [Signature]
Name: J. Clifford Forrest
Title: Manager

Commonwealth of Pennsylvania,
County of Armstrong, to-wit:

The foregoing instrument was executed, acknowledged, and sworn to before me this the 31ST day of December, 2013, by J. Clifford Forrest, in his capacity as MANAGER of Etowah River Terminal, LLC a West Virginia limited liability company, for and on behalf of such limited liability company, as the act and deed of such limited liability company.

{SEAL}

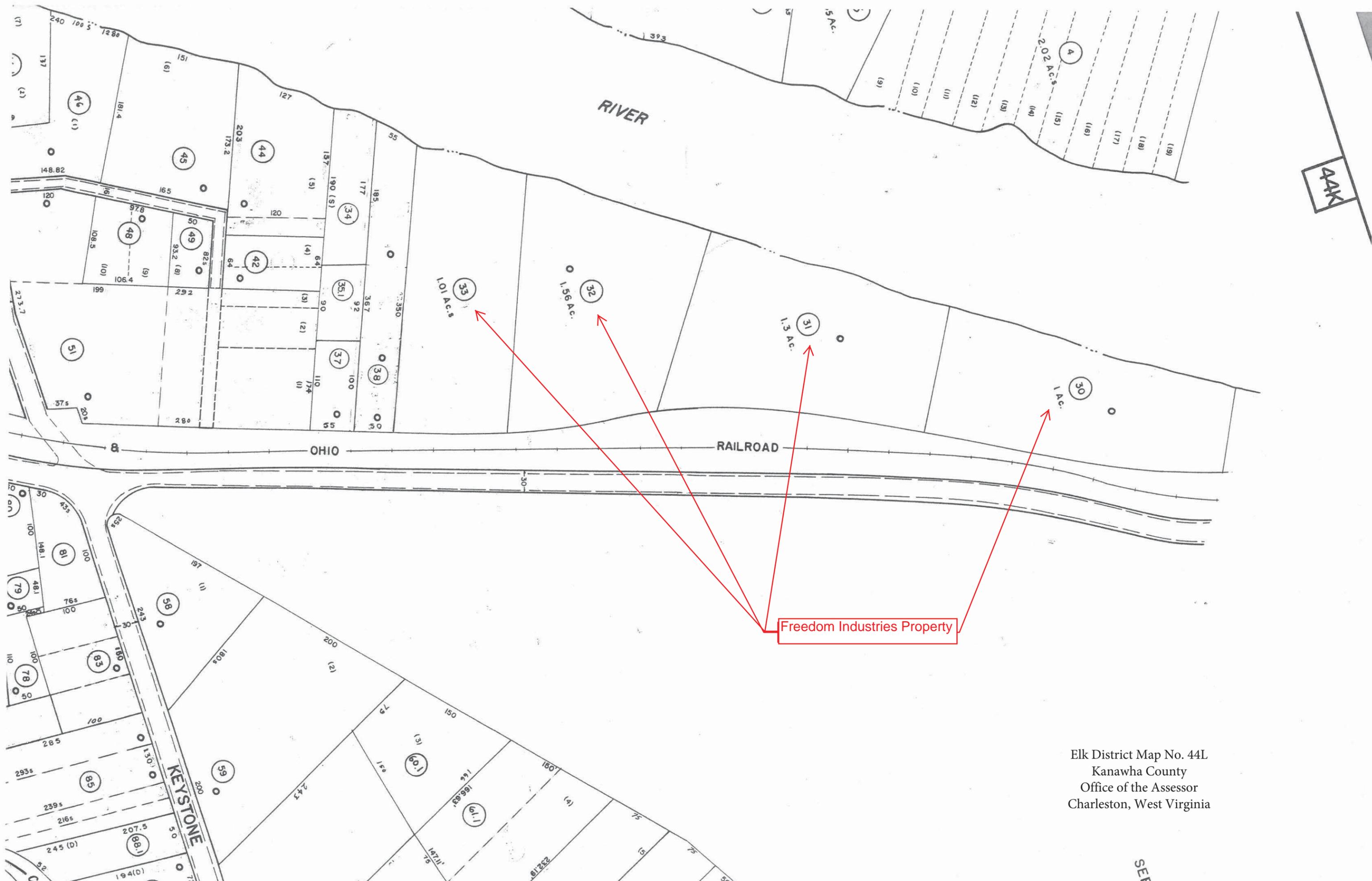


[Signature]
Notary Public
My Commission expires: 8/6/2016

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on and the same is admitted to record.

JAN 13 2014

Teste: [Signature] Clerk
Kanawha County Commission



Freedom Industries Property

Elk District Map No. 44L
Kanawha County
Office of the Assessor
Charleston, West Virginia

SEE

Attachment 2.

Proof of Financial Capabilities

UNITED STATES BANKRUPTCY COURT
Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: October-14

Date filed: 11/28/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING SMALL BUSINESS MONTHLY OPERATING REPORT AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT AND COMPLETE.

RESPONSIBLE PARTY:

Original Signature of Responsible Party

Terry Cline
Printed Name of Responsible Party

Questionnaire: *(All questions to be answered on behalf of the Debtor)*

	Yes	No
1. IS THE BUSINESS STILL OPERATING?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. HAVE YOU PAID ALL YOUR BILLS ON TIME THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. DID YOU PAY YOUR EMPLOYEES ON TIME?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. HAVE YOU DEPOSITED ALL THE RECEIPTS FOR YOUR BUSINESS INTO THE DIP ACCOUNT THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. HAVE YOU FILED ALL OF YOUR TAX RETURNS AND PAID ALL OF YOUR TAXES THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. HAVE YOU TIMELY FILED ALL OTHER REQUIRED GOVERNMENT FILINGS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. HAVE YOU PAID ALL OF YOUR INSURANCE PREMIUMS THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. DO YOU PLAN TO CONTINUE TO OPERATE THE BUSINESS NEXT MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. ARE YOU CURRENT ON YOUR QUARTERLY FEE PAYMENT TO THE U.S. TRUSTEE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. HAVE YOU PAID ANYTHING TO YOUR ATTORNEY OR OTHER PROFESSIONALS THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. DID YOU HAVE ANY UNUSUAL OR SIGNIFICANT UNANTICIPATED EXPENSES THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. HAS THE BUSINESS SOLD ANY GOODS OR PROVIDED ANY SERVICES OR TRANSFERRED ANY ASSETS TO ANY BUSINESS RELATED TO THE DIP IN ANY WAY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. DO YOU HAVE ANY BANK ACCOUNTS OPEN OTHER THAN THE DIP ACCOUNT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B25C (Official Form 25C) (12/08)

	Yes	No
14. HAVE YOU SOLD ANY ASSETS OTHER THAN INVENTORY THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. DID ANY INSURANCE COMPANY CANCEL YOUR POLICY THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. HAVE YOU BORROWED MONEY FROM ANYONE THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. HAS ANYONE MADE AN INVESTMENT IN YOUR BUSINESS THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. HAVE YOU PAID ANY BILLS YOU OWED BEFORE YOU FILED BANKRUPTCY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

TAXES

DO YOU HAVE ANY PAST DUE TAX RETURNS OR PAST DUE POST-PETITION TAX OBLIGATIONS?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	--------------------------	-------------------------------------

IF YES, PLEASE PROVIDE A WRITTEN EXPLANATION INCLUDING WHEN SUCH RETURNS WILL BE FILED, OR WHEN SUCH PAYMENTS WILL BE MADE AND THE SOURCE OF THE FUNDS FOR PAYMENT.

(Exhibit A)

INCOME

PLEASE SEPARATELY LIST ALL OF THE INCOME YOU RECEIVED FOR THE MONTH, THE LIST SHOULD INCLUDE ALL INCOME FROM CASH AND CREDIT TRANSACTIONS. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)* ACCRUAL BASIS

TOTAL INCOME:

SUMMARY OF CASH ON HAND

Cash on Hand at Start of Month	\$ 3,477,394.49
Cash on Hand at End of Month	\$ 2,582,128.05

PLEASE PROVIDE THE TOTAL AMOUNT OF CASH CURRENTLY AVAILABLE TO YOU TOTAL: \$ 2,582,128.05

(Exhibit B)

EXPENSES

PLEASE SEPARATELY LIST ALL EXPENSES PAID BY CASH OR BY CHECK FROM YOUR BANK ACCOUNTS THIS MONTH. INCLUDE THE DATE PAID, WHO WAS PAID THE MONEY, THE PURPOSE AND THE AMOUNT. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)* - CASH BASIS NON-ACCRUAL

TOTAL EXPENSES: \$ 929,305.45

(Exhibit C)

CASH PROFIT

INCOME FOR THE MONTH <i>(TOTAL FROM EXHIBIT G - ACCRUAL)</i>	\$ (5,599,627.26)
EXPENSES FOR THE MONTH <i>(TOTAL FROM EXHIBIT C - CASH BASIS)</i>	<u>\$ 929,305.45</u>
<i>(Subtract Line C from Line B)</i> CASH PROFIT FOR THE MONTH	\$ (6,528,932.71)

*(Exhibit D)***UNPAID BILLS**

PLEASE ATTACH A LIST OF ALL DEBTS (INCLUDING TAXES) WHICH YOU HAVE INCURRED SINCE THE DATE YOU FILED BANKRUPTCY BUT HAVE NOT PAID. THE LIST MUST INCLUDE THE DATE THE DEBT WAS OCCURRED, WHO IS OWED THE MONEY, THE PURPOSE OF THE DEBT AND WHEN THE DEBT IS DUE. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

TOTAL PAYABLES: \$ 2,687,835.53

*(Exhibit E)***MONEY OWED TO YOU**

PLEASE ATTACH A LIST OF ALL AMOUNTS OWED TO YOU BY YOUR CUSTOMERS FOR WORK YOU HAVE DONE OR THE MERCHANDISE YOU HAVE SOLD. YOU SHOULD INCLUDE WHO OWES YOU MONEY, HOW MUCH IS OWED AND WHEN PAYMENT IS DUE. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

TOTAL RECEIVABLES: \$ 2,267,810.32

*(Exhibit F)***BANKING INFORMATION**

PLEASE ATTACH A COPY OF YOUR LATEST BANK STATEMENT FOR EVERY ACCOUNT YOU HAVE AS OF THE DATE OF THIS FINANCIAL REPORT OR HAD DURING THE PERIOD COVERED BY THIS REPORT

EMPLOYEES

NUMBER OF EMPLOYEES WHEN THE CASE WAS FILED?	51
NUMBER OF EMPLOYEES AS OF THE DATE OF THIS MONTHLY REPORT?	0

PROFESSIONAL FEES*BANKRUPTCY RELATED*

PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?	\$ 123,252.39
TOTAL PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?	\$ 1,662,265.50

NON - BANKRUPTCY RELATED

PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?	\$ -
TOTAL PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?	\$ -

PROJECTIONS

COMPARE YOUR ACTUAL INCOME AND EXPENSES TO THE PROJECTIONS FOR THE FIRST 180 DAYS OF YOUR CASE PROVIDED AT THE INITIAL DEBTOR INTERVIEW.

(\$000's Omitted)

	PROJECTED *	ACTUAL*	DIFFERENCE*
INCOME	\$ 19,274	\$ 19,224	\$ (50)
EXPENSES	\$ 18,763	\$ 17,319	\$ 1,444
CASH PROFIT	\$ 511	\$ 1,905	\$ 1,394

TOTAL PROJECTED INCOME FOR THE NEXT MONTH:

\$ -

TOTAL PROJECTED EXPENSES FOR THE NEXT MONTH:

\$ 1,324

TOTAL PROJECTED CASH PROFIT FOR THE NEXT MONTH:

\$ (1,324)

* For the period Jan 17, 2014 to June 30, 2014

ADDITIONAL INFORMATION

PLEASE ATTACH ALL FINANCIAL REPORTS INCLUDING AN INCOME STATEMENT AND BALANCE SHEET WHICH YOU PREPARE INTERNALLY.

(Exhibit G)

UNITED STATES BANKRUPTCY COURT

Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: October-14

Date filed: 11/28/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT A - TAXES

NO PAST DUE TAX RETURNS OR PAST DUE POST PETITION TAX OBLIGATIONS TO REPORT

UNITED STATES BANKRUPTCY COURT
Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: October-14

Date filed: 11/28/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT B - INCOME - CASH RECEIPTS

Source¹

Collection of accounts receivable for the month
Proceeds from Sale of Assets
Other Receipts

Amount

\$ 18,689.39
\$ -
\$ 15,349.62

Total

\$ 34,039.01

Notes

1) See cash journals and bank reconciliations for additional details

UNITED STATES BANKRUPTCY COURT
Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: October-14

Date filed: 11/28/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT C - EXPENSES

<u>Item</u> ¹	<u>Amount</u>
Payroll and Payroll Taxes	\$ -
401 k	\$ -
Health Insurance	\$ -
Raw Materials	\$ -
Freight	\$ -
Leases	\$ -
Utilities	\$ 3,411.72
IRS CNIT Installment Payment	\$ -
Contract Labor	\$ 15,472.25
Sales and Marketing	\$ -
R&M and Operational	\$ -
Insurance Environment & Liability	\$ -
Insurance Other	\$ 987.78
ENVIRONMENTAL - Pietragallo	\$ -
ENVIRONMENTAL - Babst Calland	\$ 24,688.85
ENVIRONMENTAL - CEC	\$ -
ENVIRONMENTAL - Waste Water Removal	\$ 8,124.31
ENVIRONMENTAL - Site Remediation Contractor	\$ 561,761.05
ENVIRONMENTAL - Remediation Plan Implementation	\$ 236,694.70
Morris Anderson CRO	\$ 68,414.79
Morris Anderson	\$ -
McGuire Woods	\$ -
Barth & Thompson	\$ -
Frost Brown Todd	\$ -
Other Not Anticipated	\$ -
US Trustee	\$ 9,750.00
Total	<u><u>\$ 929,305.45</u></u>

UNITED STATES BANKRUPTCY COURT
Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: October-14

Date filed: 11/28/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT D - PAYABLES

Post Petition Accounts Payable - Freedom Industries Inc.	\$ 2,687,835.53
Post Petition Accounts Payable - Etowah River Terminal LLC	\$ -
Post Petition Accounts Payable - Poca Blending LLC	\$ -
Post Petition Accounts Payable - Crete Technologies	\$ -
Total Post Petition Accounts Payable	\$ 2,687,835.53

Freedom Industries Inc.
Post Petition Summary Aged Payables
As of Oct 31, 2014

Vendor	Current	0 - 10	11 - 60	Over 60 days	Amount Due
Airgas USA LLC	424.60				424.60
Allied Administrators				-97.38	-97.38
Appalachian Power		823.62			823.62
ARCADIS US, Inc.				-100,000.00	-100,000.00
Babst Calland	287,990.50				287,990.50
Baker Corp	21,216.88				21,216.88
Barth & Thompson	21,172.50				21,172.50
Brenntag Mid-South				-2,000.00	-2,000.00
Charleston Sanitary Board			-8,124.31		-8,124.31
Chemical Sales & Consulting				-1,370.82	-1,370.82
Civil & Environmental Consultants, Inc.	278,958.20				278,958.20
Coventry Health & Life				-2,443.88	-2,443.88
Crown Products & Services				3,825.56	3,825.56
Diversified Services LLC				-144,770.95	-144,770.95
Enviro Tank Clean, Inc.	48,856.83	-35,000.00	-2,029.52		11,827.31
Enviromine, Inc.	31,223.33	121,480.95	568,697.70	369,165.70	1,090,567.68
Envirotech Services				9,060.00	9,060.00
Flaherty Sensabaugh & Bonasso	116,038.49				116,038.49
FloMin Coal Inc.				216.00	216.00
Frost Brown Todd, LLC	80,897.36				80,897.36
Hach Company			-3,520.00		-3,520.00
Hood Container Corporation				-204.57	-204.57
Liberty Tank Lines				479.02	479.02
Lumos Networks		1,067.20			1,067.20
McGuireWoods	673,346.49				673,346.49
MorrisAnderson & Associates, Ltd.	78,536.84				78,536.84
Occidental Chemical Corporation				1,014.03	1,014.03
Petroleum Products				-285.17	-285.17
Pietragallo	239,000.17				239,000.17
Shamrock Environmental Corp		32,122.95	-30,000.00	40,631.87	42,754.82
Tanklink Corp				-990.54	-990.54
Sunbelt Rentals	2,321.30				2,321.30
Telrite Corporation		13.84			13.84
Triumvirate Environmental Inc.				-2,646.25	-2,646.25
US Waste Industries				-7,500.00	-7,500.00
Waste Management of WV Inc.		200.77			200.77
WV American Water	36.22				36.22
	1,880,019.71	120,709.33	525,023.87	162,082.62	2,687,835.53

UNITED STATES BANKRUPTCY COURT

Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: October-14

Date filed: 11/28/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT E - RECEIVABLES

Accounts Receivable - Freedom Industries Inc.	\$ 2,263,864.72
Accounts Receivable - Etowah River Terminal LLC	\$ -
Accounts Receivable - Poca Blending LLC	\$ 3,945.60
Accounts Receivable - Crete Technologies	\$ -
Total Accounts Receivable	\$ 2,267,810.32

Freedom Industries Inc.
Summary Aged Receivables
As of Oct 31, 2014

Customer	Current	0-30	31-60	Over 60 days	Amount Due
A & G Coal Corporation				1,335.00	1,335.00
American Energy				13,066.11	13,066.11
Appalachian Mining & Reclamation				7,606.40	7,606.40
Brook Chem				14,764.20	14,764.20
Cemex				104,000.00	104,000.00
Cleanway Services				220.00	220.00
Crown Products & Services Inc				46,225.10	46,225.10
Crown Products & Services Inc				19,525.10	19,525.10
Diversified Services LLC				23,322.00	23,322.00
Dynamic Energy Inc.				2,912.49	2,912.49
EHK, LLC				7,442.99	7,442.99
Enviromine				24,632.25	24,632.25
Enviromine Alpha				36,092.31	36,092.31
Enviromine Cliff Natural Resources				76,707.30	76,707.30
Enviromine Consol				85,967.05	85,967.05
Enviromine ICG				54,576.13	54,576.13
Enviromine Patriot				668,697.84	668,697.84
Enviromine Patriot				291,993.71	291,993.71
Enviromine Wild Cat				2,068.00	2,068.00
Enviromine, Inc				476,462.15	476,462.15
Etowah River Terminal, LLC				17,610.50	17,610.50
Flomin Coal				47,711.40	47,711.40
James River Coal Company				8,679.48	8,679.48
Kanawha River Terminals				289.41	289.41
Liberty Tank Lines Inc				1,750.58	1,750.58
Licking River Resources				7,945.80	7,945.80
Nufac Mining Inc.				8,413.50	8,413.50
Ohio Valley Coal Company				25,651.50	25,651.50
US Steel Corp Accts Payable Dept				38,572.14	38,572.14
Virginia Electric and Power Company				149,624.28	149,624.28
				2,263,864.72	2,263,864.72

Poca Blending LLC
Aged Receivables
As of Oct 31, 2014

Customer	0-30	31-60	61-90	Over 90 days	Amount Due
Flomin Coal				3,334.80	3,334.80
Flomin Coal				610.80	610.80
				3,945.60	3,945.60

UNITED STATES BANKRUPTCY COURT

Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: October-14

Date filed: 11/28/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT F - BANK STATEMENTS

SEE ATTACHED BANK STATEMENTS

UNITED STATES BANKRUPTCY COURT

Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: October-14

Date filed: 11/28/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT G - FINANCIAL STATEMENTS

SEE ATTACHED FINANCIAL STATEMENTS

Freedom Industries Consolidated
Balance Sheet
October 31, 2014

ASSETS

Current Assets	
First Bank Operating Account	\$ 36,490.44
Poca Sale Proceeds	0.00
Huntington Bank Professionals	1,393,672.30
First Bank Payroll Account	0.00
Huntington Bank Payroll	266.17
Huntington Bank DBA Poca Blend	15,770.68
Huntington Bank DBA Crete	0.00
Huntington Bank DBA Etowah	0.00
First Bank MM - ERT	0.00
First Bank MM - FI	0.00
Huntington Bank MM Account	1,000,708.28
Huntington Bank Operating	135,220.18
First Bank Special Account	0.00
Accounts Receivable	2,267,810.32
Miscellaneous Accts Receivable	0.00
Inventory	0.00
Parts Inventory	0.00
Prepaid Insurance	0.00
Prepaid Workers Comp	0.00
Other Prepaid Expenses	0.00
Prepaid Federal Income Tax	0.00
Prepaid WV Income Tax	69,200.00
Container Deposits	0.00
Payroll Advances	0.00
Facility Rental 263 A Costs	0.00
Alpha Rebate - Disputed	0.00
NR EcoDrill	0.00
NR GEN	0.00
NR Etowah River Terminal	0.00
NR VP Chemical	0.00
NR Freedom West	0.00
NR Arch Coal	0.00
Payroll Clearing	0.00
Rent Receivable - Freedom Ind	<u>0.00</u>
 Total Current Assets	 4,919,138.37
 Property and Equipment	
Computer/Office Equipment	0.00
Furniture & Fixtures	0.00
Leasehold Improvements	0.00
Machinery & Equipment	0.00
Railroad Upgrades	0.00

Freedom Industries Consolidated
Balance Sheet
October 31, 2014

Vehicles	0.00	
Construction in Progress	0.00	
Goodwill - Crete Tech	0.00	
Tank Farm	0.00	
Upgrade of Pumping Systems	0.00	
Transport / Moving Equipment	0.00	
Office Building	25,000.00	
Building Improvements	137,543.15	
Office Equipment & Furnishings	0.00	
Communications Equipment	0.00	
Accum Dep: Computer/Office Eq	0.00	
Accum Dep: Furniture & Fixtur	0.00	
Accum Dep: Leasehold Improve	0.00	
Accum Dep: Machinery & Equip	0.00	
Accum Dep: Railroad Upgrades	0.00	
Accum Dep: Vehicles	0.00	
Accumulated Depreciation	0.00	
Accumulated Amortization	0.00	
Accum Depreciation-Tank Farm	0.00	
Accum Deprec-Pump Equip	0.00	
Accum Deprec-Transport Equip	0.00	
Accum Dep-Office Building	(21,229.97)	
Accum Dep-Furniture & Equip	0.00	
Accum Dep-Communication Equip	0.00	
Land	<u>50,000.00</u>	
 Total Property and Equipment		 191,313.18
 Other Assets		
NR Dperfect	0.00	
NR Useful Solutions	0.00	
NR Indigo Astoria	0.00	
PB Receivable to Freedom	0.00	
CT Receivable to Freedom	(0.00)	
ERT Receivable to Freedom	0.00	
Investment In Poca Blending	0.00	
Investment in EnergyTech	20,000.00	
Investment In Crete Tech	<u>0.00</u>	
 Total Other Assets		 <u>20,000.00</u>
 Total Assets		 <u><u>\$ 5,130,451.55</u></u>

Freedom Industries Consolidated
Balance Sheet
October 31, 2014

LIABILITIES AND CAPITAL

Current Liabilities	
Accounts Payable Post Petition	2,687,835.53
Accounts Payable Pre-Petion	7,045,243.63
Federal CNIT Payable	0.00
WV CNIT Payable	0.00
WV BFT Payable	0.00
Personal Property Tax Payable	0.00
Real Estate Tax Payable	0.00
Dividends Payable	0.00
Workers Comp Payable	0.00
Accrued Wages	0.00
Accrued Employee Leave	0.00
FICA & FIT Liability	0.00
Retirement Withheld	0.00
FUTA Liability	0.00
SUTA Liability	0.00
CO SIT Withheld	0.00
IL SIT withheld	0.00
IN SIT Withheld	0.00
IN County Tax Withheld	0.00
KY SIT withheld	0.00
OH SIT Withheld	0.00
NC SIT Withheld	0.00
PA SIT withheld	0.00
PA County Tax Withheld	0.00
VA SIT withheld	0.00
WV SIT withheld	0.00
Child Support Withheld	0.00
Creditor Garnishments Withheld	0.00
Accrued Interest	0.00
Accrued Rent	0.00
Accrued Legal and Accounting	0.00
Other Accrued Expenses	0.00
N/P- Loan from Freedom	0.00
Line of Credit Payable	0.00
Advances - Denny Farrell	0.00
Advances - William Tis	0.00
Note Payable - Blackwater	0.00
Advances - Charles Herzing	0.00
Note Payable - Ford Motor Co.	0.00
Note Payable - First Bank	0.00
Note Payable - Rosebud	0.00
Note Payable - Capital Premium	0.00

Freedom Industries Consolidated
Balance Sheet
October 31, 2014

Note Payable	0.00	
Dividends Payable	<u>0.00</u>	
Total Current Liabilities		9,733,079.16
Long-Term Liabilities		
Federal NCIT Payment Plan	0.00	
Accrued Interest FIT Plan	162,707.17	
WV State Tax Payment Plan	0.00	
PB Payable to Freedom	0.00	
CT Payable to Freedom	0.00	
ERT Payable to Freedom	<u>0.00</u>	
Total Long-Term Liabilities		<u>162,707.17</u>
Total Liabilities		9,895,786.33
Capital		
Denny Farrell	276,888.96	
Capital Contribution-DFarrell	0.00	
D Farrell Distributions	(565,271.77)	
Chip Herzing	340,672.53	
Capital Contribution-C Herzing	0.00	
C Herzing-Distributions	(666,890.79)	
Bill Tis	315,671.57	
Capital Contributions-B Tis	0.00	
B Tis - Distributions	(576,890.78)	
Guy Fluty	0.00	
Carl Kennedy	0.00	
Capital Stock	1,500.00	
Treasury Stock	(399,950.00)	
Beginning Balance Equity	0.00	
Retained Earnings	(2,781,512.54)	
Dividends Declared	0.00	
Beginning Capital - PB from FI	0.00	
Beginning Capital Account	0.00	
Additional Paid In Capital	7,862,011.67	
Net Income	<u>(8,571,563.63)</u>	
Total Capital		<u>(4,765,334.78)</u>
Total Liabilities & Capital		<u>\$ 5,130,451.55</u>

Freedom Industries Consolidated
Income Statement
For October 1, 2014 through October 31, 2014

	October 14
Revenues	
Freeze	0.00
Dust Control	0.00
Flotation	0.00
Water Treatment	0.00
Concrete Sales	0.00
Raw Materials	0.00
Oil & Gas	0.00
Delivery Charges	0.00
Toll Blending	0.00
Field Service	0.00
Monitoring	0.00
Sales Discounts	(126,793.89)
Bad Debt Expense	(13,299.20)
Recoveries	0.00
Gain/Loss from Sale of Assets	(789,021.53)
Other Income	26,863.80
Rental Income	0.00
Misc Sales	0.00
	<u>0.00</u>
 Total Revenues	 <u>(902,250.82)</u>
 Cost of Sales	
Freeze	0.00
Dust Control	0.00
Flotation	0.00
Water Treatment	0.00
Concrete Sales	0.00
Raw Materials	0.00
Oil & Gas	0.00
Hauling & Delivery	0.00
Blending/Terminal Fees	0.00
Field Service	0.00
Monitoring	0.00
Inbound Freight	0.00
Product Application Systems	0.00
Purchase Discounts	0.00
CGS - Facility 263A	0.00
Inventory Adjustments	3,921,508.78
	<u>3,921,508.78</u>
 Total Cost of Sales	 <u>3,921,508.78</u>
 Gross Profit	 <u>(4,823,759.60)</u>
 Expenses	
Wages Admin	0.00
Wages Management	0.00
Wages Sales	0.00

Freedom Industries Consolidated
Income Statement
For October 1, 2014 through October 31, 2014

	October 14
Wages Service	0.00
Wages Production	0.00
Wages R&D	0.00
Annual Leave Expense	0.00
FICA Expense	0.00
FUTA Expense	0.00
SUTA Expense	0.00
Workers Comp	308.66
Medical Insurance	51,333.08
Supplemental Insurance	0.00
Retirement Match	0.00
Contract Labor	6,400.99
Uniforms	0.00
Professional Development	0.00
Meeting Expenses	0.00
Entertainment	0.00
Meals	0.00
Travel	0.00
Lodging	0.00
Accounting	0.00
Legal	0.00
Commissions	0.00
Rent Expense	0.00
Building Repairs & Maintenance	1,060.00
Computer Repairs	0.00
Equipment Repairs & Maintenan	0.00
Equipment Rental	13,191.00
Small Tools & Equipment	0.00
Product Application Systems	0.00
Electric	823.62
Gas	180.25
Water	175.09
Telephone & Communications	1,081.04
Cellular Service	0.00
Sanitary	0.00
Waste Pickup	401.54
Advertising & Marketing	0.00
Contributions	0.00
Dues & Subscriptions	244.96
Office Supplies	36.93
Postage & Delivery	0.00
Lab Supplies	0.00
Miscellaneous Expenses	71,160.76
Plant Supplies	424.60
Key Man Life & Disability Ins	0.00
Business and Liability Ins	493.89
Automobile Insurance	0.00
Loan Interest	0.00
Finance Charges	0.00
Bank Service Charges	336.57

Freedom Industries Consolidated
Income Statement
For October 1, 2014 through October 31, 2014

	October 14
Consulting: Dperfect	0.00
Consulting Fees	0.00
Consulting: Useful Solutions	0.00
Consulting: Indigo Astoria	0.00
Consulting: Blackwater LLC	0.00
Consulting: Skiles Technical	0.00
Depreciation Expense	0.00
Depreciation COGM	0.00
Amortization Expense	0.00
Uncategorized Expense	628,214.68
Federal CNIT Expense	0.00
WV CNIT Expense	0.00
WV BFT Expense	0.00
WV Sales & Use Tax Expense	0.00
Personal Property Tax Expense	0.00
Real Estate Tax Expense	0.00
B & O Tax Expense	0.00
Licenses & Permits	0.00
Regulatory Compliance Expenses	<u>0.00</u>
Total Expenses	<u>775,867.66</u>
Net Income	<u><u>(\$ 5,599,627.26)</u></u>

UNITED STATES BANKRUPTCY COURT

Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: October-14

Date filed: 11/28/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT H - CASH JOURNALS

SEE ATTACHED CASH JOURNALS

Freedom Industries Inc.
Account Register
For the Period From Oct 1, 2014 to Oct 31, 2014
1000-01-00 - First Bank Operating Account

<u>Date</u>	<u>Trans No</u>	<u>Type</u>	<u>Trans Desc</u>	<u>Deposit Amt</u>	<u>Withdrawal Amt</u>	<u>Balance</u>
			Beginning Balance			17,801.05
10/21/14	10/21/14	Deposit	Arch Coal	18,689.39		36,490.44
			Total	18,689.39		

1 Less: Internal Transfers

Adjusted Receipts and Disbursements 18,689.39

Freedom Industries Inc.

Account Register

For the Period From Oct 1, 2014 to Oct 31, 2014

1019-01-00 - Huntington Bank Operating

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt	Balance
			Beginning Balance			24,990.41
10/1/14	1379	Withdrawal	SPSI West Inc		145,056.63	-120,066.22
10/1/14	TKC100114	Other	Transfer from MM	200,000.00		79,933.78
10/2/14	1380	Withdrawal	Adrienne Grass		1,439.09	78,494.69
10/2/14	1381	Withdrawal	Airgas USA LLC		424.60	78,070.09
10/2/14	1382	Withdrawal	Baker Corp		7,863.75	70,206.34
10/2/14	1383	Withdrawal	Lumos Networks		1,505.71	68,700.63
10/2/14	1384	Withdrawal	Norfolk Southern Corporation		25.00	68,675.63
10/2/14	1385	Withdrawal	Telrite Corporation		12.68	68,662.95
10/2/14	1386	Withdrawal	The Hartford		493.89	68,169.06
10/2/14	1387	Withdrawal	Waste Management of WV Inc.		82.46	68,086.60
10/2/14	1388	Withdrawal	Waste Management of WV Inc.		200.77	67,885.83
10/2/14	1389	Withdrawal	Terry Cline		2,250.00	65,635.83
10/2/14	1390	Withdrawal	Janet Lee		212.00	65,423.83
10/2/14	WT20141002-00001583	Withdrawal	MorrisAnderson & Associates, L		14,124.90	51,298.93
10/3/14	10/3/14	Deposit	Hach US	3,520.00		54,818.93
10/3/14	1391	Withdrawal	Mary Hackl		858.11	53,960.82
10/7/14	TKC100714	Other	Transfer from MM	800,000.00		853,960.82
10/8/14	1392	Withdrawal	Charleston Sanitary Board		8,124.31	845,836.51
10/9/14	1393	Withdrawal	Appalachian Power		29.00	845,807.51
10/9/14	1394	Withdrawal	Appalachian Power		9.43	845,798.08
10/9/14	1395	Withdrawal	Appalachian Power		1,043.29	844,754.79
10/9/14	1396	Withdrawal	Janet Lee		212.00	844,542.79
10/9/14	1397	Withdrawal			422.84	844,119.95
10/9/14	1398	Withdrawal	Sunbelt Rentals		278.25	843,841.70
10/9/14	1398V	Withdrawal	Sunbelt Rentals		-278.25	844,119.95
10/9/14	1399	Withdrawal	SPSI West Inc		110,695.10	733,424.85
10/9/14	1400	Withdrawal	Waste Management of WV Inc.		1,552.20	731,872.65
10/9/14	1400V	Withdrawal	Waste Management of WV Inc.		-1,552.20	733,424.85
10/9/14	1401	Withdrawal	Waste Management of WV Inc.		945.96	732,478.89
10/9/14	1402	Withdrawal	Waste Management of WV Inc.		82.46	732,396.43
10/9/14	1403	Withdrawal	Waste Management of WV Inc.		523.78	731,872.65
10/9/14	1404	Withdrawal	WV American Water		105.76	731,766.89
10/9/14	1405	Withdrawal	WV American Water		33.11	731,733.78
10/9/14	1406	Withdrawal	Sunbelt Rentals		2,321.30	729,412.48
10/9/14	WT20141009-00001711	Withdrawal	MorrisAnderson & Associates, L		13,408.37	716,004.11
10/10/14	1407	Withdrawal	Terry Cline		4,744.96	711,259.15
10/10/14	1408	Withdrawal	Mary Hackl		814.45	710,444.70
10/15/14	10/15/14	Other	Service Charge		267.22	710,177.48
10/15/14	1409	Withdrawal	Janet Lee		212.00	709,965.48
10/15/14	1410	Withdrawal	Mountaineer Gas		69.65	709,895.83
10/15/14	1411	Withdrawal	Sunbelt Rentals		2,084.30	707,811.53
10/15/14	1412	Withdrawal	Mary Hackl		238.14	707,573.39
10/15/14	1413	Withdrawal	SPSI West Inc		105,053.16	602,520.23
10/20/14	10/20/14	Deposit	Allied Administrators	173.34		602,693.57
10/21/14	10/21/14	Deposit	The Hartford	1,681.00		604,374.57
10/22/14	WT20141022-0002	Withdrawal	ARCADIS US, Inc.		98,563.54	505,811.03
10/22/14	WT20141022-001	Withdrawal	MorrisAnderson & Associates, L		27,208.05	478,602.98
10/23/14	1414	Withdrawal	Airgas USA LLC		412.10	478,190.88
10/23/14	1415	Withdrawal	Baker Corp		8,566.25	469,624.63
10/23/14	1416	Withdrawal	Janet Lee		212.00	469,412.63
10/23/14	1417	Withdrawal	Mary Hackl		17.50	469,395.13

Freedom Industries Inc.

Account Register

For the Period From Oct 1, 2014 to Oct 31, 2014

1019-01-00 - Huntington Bank Operating

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt	Balance
10/23/14	1418	Withdrawal	Mountaineer Gas		180.25	469,214.88
10/23/14	1419	Withdrawal	Remco Sales		9.72	469,205.16
10/23/14	1420	Withdrawal	SPSI West Inc		104,422.01	364,783.15
10/23/14	1421	Withdrawal	U. S. Trustee		9,750.00	355,033.15
10/27/14	10/27/14	Deposit	US Waste Industries	6,958.80		361,991.95
		Deposit	Aetna	2,443.88		364,435.83
10/29/14	1364V	Withdrawal	Department of Environmental Man		-100.00	364,535.83
10/30/14	1422	Withdrawal	Janet Lee		212.00	364,323.83
10/30/14	1423	Withdrawal	SPSI West Inc		96,534.15	267,789.68
10/30/14	1424	Withdrawal	Terry Cline		2,000.00	265,789.68
10/30/14	1425	Withdrawal	The Hartford		493.89	265,295.79
10/30/14	1426	Withdrawal	Independence Excavating		79,352.14	185,943.65
10/30/14	WT20141030-001	Withdrawal	Enviro Tank Clean, Inc.		35,000.00	150,943.65
10/30/14	WT20141030-002	Withdrawal	MorrisAnderson & Associates, L		13,673.47	137,270.18
10/31/14	1427	Withdrawal	Terry Cline		2,050.00	135,220.18
Total				1,014,777.02	904,547.25	
				<hr/>		
	1	Less: Internal Transfers		1,000,000.00		
Adjusted Receipts and Disbursements				<u>14,777.02</u>	<u>904,547.25</u>	

Freedom Industries Inc.
Account Register
For the Period From Oct 1, 2014 to Oct 31, 2014
1005-01-00 - Huntington Bank Professionals

<u>Date</u>	<u>Trans No</u>	<u>Type</u>	<u>Trans Desc</u>	<u>Deposit Amt</u>	<u>Withdrawal Amt</u>	<u>Balance</u>
			Beginning Balance			1,418,361.15
10/22/14	WT20141022-0003	Withdrawal	Babst Calland		<u>24,688.85</u>	1,393,672.30
			Total		<u>24,688.85</u>	

1	Less: Internal Transfers	
	Adjusted Receipts and Disbursements	<u>24,688.85</u>

Freedom Industries Inc.
Account Register
For the Period From Oct 1, 2014 to Oct 31, 2014
1011-01-00 - Huntington Bank Payroll

<u>Date</u>	<u>Trans No</u>	<u>Type</u>	<u>Trans Desc</u>	<u>Deposit Amt</u>	<u>Withdrawal Amt</u>	<u>Balance</u>
			Beginning Balance			297.32
10/15/14	10/15/14	Other	Service Charge		31.15	266.17
			Total		31.15	

1 Less: Internal Transfers

Adjusted Receipts and Disbursements 31.15

Freedom Industries Inc.
Account Register
For the Period From Oct 1, 2014 to Oct 31, 2014
1018-01-00 - Huntington Bank MM Account

<u>Date</u>	<u>Trans No</u>	<u>Type</u>	<u>Trans Desc</u>	<u>Deposit Amt</u>	<u>Withdrawal Amt</u>	<u>Balance</u>
			Beginning Balance			2,000,566.21
10/1/14	TKC100114	Other	Transfer from MM		200,000.00	1,800,566.21
10/7/14	TKC100714	Other	Transfer from MM		800,000.00	1,000,566.21
10/15/14	10/15/14	Other	Service Charge		5.95	1,000,560.26
10/31/14	10/31/14	Other	Interest Income	148.02		1,000,708.28
			Total	148.02	1,000,005.95	

	1	Less: Internal Transfers		1,000,000.00	
		Adjusted Receipts and Disbur	148.02		5.95

Poca Blending LLC
Account Register
For the Period From Oct 1, 2014 to Oct 31, 2014
1012-01-00 - Huntington Bank DBA Poca Blend

<u>Date</u>	<u>Trans No</u>	<u>Type</u>	<u>Trans Desc</u>	<u>Deposit Amt</u>	<u>Withdrawal Amt</u>	<u>Balance</u>
			Beginning Balance			15,378.35
10/10/14	10/10/14	Deposit	Air Gas	424.58		15,802.93
10/15/14	10/15/14	Other	Service Charge		32.25	15,770.68
			Total	424.58	32.25	

1	Less: Internal Transfers		
	Adjusted Receipts and Disbursements	<u>424.58</u>	<u>32.25</u>

DRAFT BUDGET

General Assumptions

- 1 The budgeted period is through December 28, 2014. Freedom has made substantial progress with site clean up specifically: (a) All tanks and components have been demolished and removed from site, (b) Arcadis has completed testing, sampling and material evaluations regarding the remediation plan, (c) A remediation plan was completed, submitted and approved by the WVDEP, (d) The unilateral orders are complete and a consent ordered was filed with the public notice, upon no objection, the WVDEP will sign the order no later than December 17, 2014. (e) Arcadis has completed the draft VRP application and Freedom and WVDEP will meet and discuss detail on November 24, 2014. (f) MCHM level are low, all "Hot Spots" have been addressed through removal of soil. The remaining tasks needed will be determined when Freedom enters the VRP in mid December.

The CRO believes that funds expended thus far to remove soil, complete environmental risk assessment, detail testing including soil, water, boring and other are sufficient to reduce environmental risk. The CRO believes that through the VRP Freedom will negotiate a reasonable conclusion to this remediation.

Key Assumptions

- 2 Contract labor includes assistance with accounting matter, billing and reconciliation tasks. All Freedom employees are terminated, certain employees are used on a hourly basis to complete specific tasks
- 3 ENVIRONMENTAL: Pietragallo includes all Bankruptcy Court approved payments through the end of June 2014 plus a reserve for 100% of holdback amounts. See professional fee schedule.
- 4 ENVIRONMENTAL: Babst Calland includes all Bankruptcy Court approved payments through the end of August 2014 plus a reserve for 100% of holdback amounts. See professional fee schedule.
- 5 Waste water includes projected costs of removal of all captured site water and transportation costs to processing facility. Freedom has contracted with the Charleston Sanitary Board to remove all water going forward.
- 6 Remediation contractor SPSI is responsible for general site clean-up, storm water management, removal of water and other tasks approved and directed by the CRO and Arcadis.
- 7 ENVIRONMENTAL: Remediation Plan Implementation includes (a) payment of Bankruptcy Court approved fees and expenses of remediation contractor Arcadis plus a reserve for 100% of holdback amounts (see professional fee schedule), (b) payment of VRP plans, permits, WVDEP changes, certification and go-forward costs., and (c) actual costs of remediation, VRP and investigation. (d) Cost associated with soil removal and other site improvements.
- 8 Morris Anderson includes weekly payments plus a reserve for 100% of holdback amounts, see professional fee schedule.
- 9 McGuireWoods includes all Bankruptcy Court approved payments through the end of June 2014 plus a reserve for 100% of holdback amounts see professional fee schedule.
- # Local Counsel includes all Bankruptcy Court approved payments through the end of June 2014 plus a reserve for 100% of holdback amounts see professional fee schedule.
- # UCC includes all Bankruptcy Court approved payments through the end of June 2014 plus a reserve for 100% of holdback amounts, see professional fee schedule.

#

END OF NOTES ON ASSUMPTIONS

Freedom Industries
Cash Flow Budget

DRAFT BUDGET

<u>Wind Down Cash Flow</u>	Actual 1/17/14 to 11/16/2014	Budget 11/23/2014	Budget 11/30/2014	Budget 12/7/2014	Budget 12/14/2014	Budget 12/21/2014	Budget 12/28/2014	Post	Professional Fee Hold Back	Total
Cash Receipts:										
Accounts Receivable	18,422	-	-	-	-	-	-	-	-	18,422
Poca Sale	575	-	-	-	-	-	-	-	-	575
Other Sales	-	-	-	-	-	-	-	-	-	-
Other receipts	227	-	-	-	-	-	-	100	-	327
Total Cash Receipts	19,224	-	-	-	-	-	-	100	-	19,324
OPERATING DISBURSEMENTS										
Payroll & Benefits										
Payroll & Taxes	1,143	-	-	-	-	-	-	-	-	1,143
Health Insurance	94	-	-	-	-	-	-	-	-	94
Non-Payroll Operating Expenses										
Raw Materials	3,379	-	-	-	-	-	-	-	-	3,379
Freight	1,670	-	-	-	-	-	-	-	-	1,670
Leases - Poca Blending	64	-	-	-	-	-	-	-	-	64
Utilities	132	1	-	-	1	-	1	-	-	135
Freedom IRS CNIT Payment	180	-	-	-	-	-	-	-	-	180
Contract Labor	487	-	4	-	4	-	4	2	-	501
Sales & Marketing	129	-	-	-	-	-	-	-	-	129
R & M and Operational	295	-	-	-	-	-	-	-	-	295
Insurance Premiums - Liability/Environmental	96	-	-	-	-	-	-	-	-	96
Insurance Premiums - Workers Comp	18	-	-	-	-	-	-	-	-	18
Insurance Premiums - Other	7	-	-	-	-	-	-	-	-	7
ENVIRONMENTAL - Pietragallo	47	-	-	-	-	-	-	-	261	308
ENVIRONMENTAL - Babst Calland	351	-	22	-	-	-	19	-	172	564
ENVIRONMENTAL - Waste Water Removal	931	50	10	-	50	-	25	-	-	1,066
ENVIRONMENTAL - Ongoing Site Emergency Management	3,378	-	-	-	-	-	-	-	-	3,378
ENVIRONMENTAL - Site Remediation Contractor	2,635	55	55	50	55	55	50	50	-	3,005
ENVIRONMENTAL - Remediation Plan Implementation	1,221	-	105	-	-	-	193	225	218	1,962
Other Operating Expenses	3	-	-	-	-	-	-	-	-	3
Other (Events not Anticipated)	85	-	-	-	-	-	-	-	-	85
Total Operating Disbursements	16,345	106	196	50	110	55	292	277	651	18,082
Bankruptcy Expenses										
MorrisAnderson	595	14	14	14	14	14	14	14	62	755
McGuire Woods	507	-	-	-	-	-	-	-	1,160	1,667
Local Counsel	27	-	-	-	-	-	-	-	21	48
Creditor's Committee	111	-	-	-	-	-	-	-	177	288
Audit & Tax Accounting and Ordinary Course Professionals	-	-	-	-	-	-	-	-	-	-
Claims & Noticing Agent - Fees and Postage	116	-	-	-	-	-	-	-	-	116
US Trustee	36	-	-	-	-	-	10	10	-	56
Total Bankruptcy Expenses	1,392	14	14	14	14	14	24	24	1,420	2,930
Total Disbursements	17,737	120	210	64	124	69	316	301	2,071	21,012
Cash Surplus / (Deficit)	1,487	(120)	(210)	(64)	(124)	(69)	(316)	(201)	(2,071)	(1,688)
Beginning Cash Balance	677	2,164	2,044	1,834	1,770	1,646	1,577	1,261	1,060	677
Net Cash Flow	1,487	(120)	(210)	(64)	(124)	(69)	(316)	(201)	(2,071)	(1,688)
Ending Cash Balance / (Deficit)	2,164	2,044	1,834	1,770	1,646	1,577	1,261	1,060	(1,011)	(1,011)

Freedom Industries
Cash Flow Budget - Variance Report
Through 11/02/14

DRAFT BUDGET

Wind Down Cash Flow

Cash Receipts:

	Actual	Budget	Variance	Notes
Accounts Receivable	18,422	18,477	(55)	Lack of invoice support, reconciliation issues and other accounting problems.
Poca Sale	575	575	-	
Other Sales	-	-	-	
Other receipts	227	222	5	
Total Cash Receipts	19,224	19,274	(50)	

OPERATING DISBURSEMENTS

Payroll & Benefits

Payroll & Taxes	1,143	1,143	-	
Health Insurance	94	100	6	Early termination of plan

Non-Payroll Operating Expenses

Raw Materials	3,379	3,379	-	
503(b)(9) and Other Administrative Claim Payments	-	-	-	
Freight	1,670	1,670	-	
Leases - Poca Blending	64	65	1	
Utilities	129	131	2	
Personal Prop Tax	-	-	-	
Real Prop Tax	-	-	-	
Freedom IRS CNIT Payment	180	195	15	Reconciliation of differences reduced payment
Contract Labor	484	465	(19)	Added work relating to subpoena and criminal matter
Sales & Marketing	129	129	-	
R & M and Operational	295	295	-	
Insurance Premiums - Liability/Environmental	96	84	(12)	Final payment accrual
Insurance Premiums - Workers Comp	18	17	(1)	
Insurance Premiums - Other	7	7	-	
Accounting and Consulting Fees - Ordinary Course	-	-	-	
ENVIRONMENTAL - Pietragallo	47	81	34	Continual reserve hold back
ENVIRONMENTAL - Babst Calland	332	239	(93)	\$122k Court awarded payment of March 2014 fees, reduced from the professional fee reserve
ENVIRONMENTAL - Waste Water Removal	920	855	(65)	CSB reluctance and issues with taking Freedom's water, had to use OH and NC
ENVIRONMENTAL - Ongoing Site Emergency Management	3,378	3,378	-	
ENVIRONMENTAL - Site Remediation Contractor				24 hour coverage remained in effect, DEP requirement and delay with DEP issuing consent order. Additional equipment required by DEP. Water management, additional trenches, additional issues resolved at Poca to avoid DEP NOV.
ENVIRONMENTAL - Remediation Plan Implementation	2,465	2,055	(410)	Delay with consent order by the DEP. Add 5 additional double lined storage tanks requested by DEP. Additional equipment on site required by DEP. Removal soil and complications with profiling and disposal of soil.
Other Operating Expenses	1,152	983	(169)	
Other (Events not Anticipated)	3	2	(1)	
Other (Events not Anticipated)	85	85	-	
Total Operating Disbursements	16,070	15,358	(712)	

Bankruptcy Expenses

MorrisAnderson	568	571	3	
McGuire Woods	507	891	384	Continual reserve hold back
Local Counsel	27	43	16	Continual reserve hold back
Creditor's Committee	111	173	62	Continual reserve hold back
US Trustee	36	39	3	
Total Bankruptcy Expenses	1,249	1,717	468	

Total Disbursements	17,319	17,075	(245)	
Cash Surplus / (Deficit)	1,905	2,200	(295)	
Beginning Cash Balance	677	677	-	
Net Cash Flow	1,905	2,200	(295)	
Ending Cash Balance / (Deficit)	2,582	2,877	(295)	

Freedom Industries
Cash Flow Budget - Variance Report
Through 12/28/14

DRAFT BUDGET

	12/28/2014 New Budget	11/2/2014 Prior Budget	Variance	Notes
Wind Down Cash Flow				
Cash Receipts:				
Accounts Receivable	18,422	18,527	(105)	Virginia Electric and Duke invoice errors and collection support
Poca Sale	575	575	-	
Other Sales	-	-	-	
Other receipts	327	327	-	
Total Cash Receipts	19,324	19,429	(105)	
OPERATING DISBURSEMENTS				
Payroll & Benefits				
Payroll & Taxes	1,143	1,143	-	
Health Insurance	94	100	6	Early termination of plan
Non-Payroll Operating Expenses				
Raw Materials	3,379	3,379	-	
503(b)(9) and Other Administrative Claim Payments	-	-	-	
Freight	1,670	1,670	-	
Leases - Poca Blending	64	65	1	
Utilities	135	131	(4)	
Personal Prop Tax	-	-	-	
Real Prop Tax	-	-	-	
Freedom IRS CNIT Payment	180	195	15	Reconciliation of differences reduced payment
Contract Labor	501	467	(34)	Added work relating to subpoena and criminal matter and extension of budget
Sales & Marketing	129	129	-	
R & M and Operational	295	295	-	
Insurance Premiums - Liability/Environmental	96	84	(12)	Final payment accrual
Insurance Premiums - Workers Comp	18	17	(1)	
Insurance Premiums - Other	7	7	-	
Accounting and Consulting Fees - Ordinary Course	-	-	-	
ENVIRONMENTAL - Pietragallo	308	308	0	
ENVIRONMENTAL - Babst Calland	564	557	(7)	
ENVIRONMENTAL - Waste Water Removal	1,066	855	(211)	Continual removal of water, issues with CSB and delay of VRP approval
ENVIRONMENTAL - Ongoing Site Emergency Management	3,378	3,378	-	
ENVIRONMENTAL - Site Remediation Contractor				Added 8 more weeks to budget, additional DEP requirements, VRP, CSB and DEP delays, soil removal and additional DEP testign requirements.
ENVIRONMENTAL - Remediation Plan Implementation	3,005	2,105	(900)	
Other Operating Expenses	1,962	1,927	(35)	Additional project support, Arcadis and VRP program.
Other (Events not Anticipated)	3	2	(1)	
Other (Events not Anticipated)	85	85	-	
Total Operating Disbursements	18,082	16,899	(1,183)	
Bankruptcy Expenses				
MorrisAnderson	755	647	(108)	8 week extension of project
McGuire Woods	1,667	1,610	(57)	Reduced billings and run rate
Local Counsel	48	56	8	Reduced billings and run rate
Creditor's Committee	288	278	(10)	Reduced billings and run rate
Claims & Noticing Agent - Fees and Postage	116	-	(116)	Ordered payment not included in prior budget
US Trustee	56	52	(4)	
Total Bankruptcy Expenses	2,930	2,643	(288)	
Total Disbursements	21,012	19,542	(1,470)	
Cash Surplus / (Deficit)	(1,688)	(113)	(1,575)	
Beginning Cash Balance				
Net Cash Flow	677	677	-	
	(1,688)	(113)	(1,575)	
Ending Cash Balance / (Deficit)	(1,011)	565	(1,575)	

FREEDOM INDUSTRIES
 PAYMENTS AND ACCRUALS
 TOTAL

DRAFT BUDGET

	Total Invoices Thru 9-30-14	Less Invoices Paid Thru 9-30-14	Less Disallowed Invoices Thru 9-30-14	Total Hold Back Thru 9-30-14	Pay 11/30/2014 Sep Fees	Pay 12/28/2014 oct Fees	Nov Fees	Dec Fees	Hold Sep, oct Nov, Dec Fees	Retainer	Post Hold Back Sep, Oct, Nov, Dec	Grand Total	Estimate Profession Fee Reserve Thru November
Babst Calland (a)	518,617.42	349,183.51	5,355.00	164,078.91	21,945	19,316	15,000	15,000	-	-	172,133.91	562,578.42	220,340
Barth & Thompson	62,301.87	28,015.22	-	34,286.65	-	-	-	-	11,607	(25,000)	20,893.65	48,908.87	43,894
Civil & Environmental Engineers	578,076.11	299,117.91	60,633.76	218,324.44	-	-	-	-	-	-	218,324.44	517,442.35	218,324
McGuireWoods	1,491,658.20	506,150.37	51,059.00	934,448.83	-	-	-	-	231,031	(5,169)	1,160,310.83	1,666,461.20	1,135,311
Pietragallo	315,568.51	47,232.47	12,114.50	256,221.54	-	-	-	-	4,614	-	260,835.54	308,068.01	259,036
Frost Brown Todd	253,310.69	110,865.32	-	142,445.37	-	-	-	-	34,252	-	176,697.37	287,562.69	173,697
MorrisAnderson	186,536.84	108,000.00	16,386.84	62,150.00	-	-	-	-	-	-	62,150.00	170,150.00	62,150
Arcadis (a)	318,317.51	213,700.70	-	104,616.81	104,671	192,703	100,000	75,000	-	(100,000)	74,945.81	586,020.51	297,374
Total	3,724,387.15	1,662,265.50	145,549.10	1,916,572.55	126,616.00	212,019.00	115,000.00	90,000.00	281,504.00	(130,169.00)	2,146,291.55	4,147,192.05	2,410,125.74

(a) No hold back fees included in remediation/investigation

UNITED STATES BANKRUPTCY COURT
Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: September-14

Date filed: 10/15/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING SMALL BUSINESS MONTHLY OPERATING REPORT AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT AND COMPLETE.

RESPONSIBLE PARTY:

Terry Cline
Original Signature of Responsible Party

Terry Cline
Printed Name of Responsible Party

Questionnaire: *(All questions to be answered on behalf of the Debtor)*

	Yes	No
1. IS THE BUSINESS STILL OPERATING?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. HAVE YOU PAID ALL YOUR BILLS ON TIME THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. DID YOU PAY YOUR EMPLOYEES ON TIME?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. HAVE YOU DEPOSITED ALL THE RECEIPTS FOR YOUR BUSINESS INTO THE DIP ACCOUNT THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. HAVE YOU FILED ALL OF YOUR TAX RETURNS AND PAID ALL OF YOUR TAXES THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. HAVE YOU TIMELY FILED ALL OTHER REQUIRED GOVERNMENT FILINGS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. HAVE YOU PAID ALL OF YOUR INSURANCE PREMIUMS THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. DO YOU PLAN TO CONTINUE TO OPERATE THE BUSINESS NEXT MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. ARE YOU CURRENT ON YOUR QUARTERLY FEE PAYMENT TO THE U.S. TRUSTEE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. HAVE YOU PAID ANYTHING TO YOUR ATTORNEY OR OTHER PROFESSIONALS THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. DID YOU HAVE ANY UNUSUAL OR SIGNIFICANT UNANTICIPATED EXPENSES THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. HAS THE BUSINESS SOLD ANY GOODS OR PROVIDED ANY SERVICES OR TRANSFERRED ANY ASSETS TO ANY BUSINESS RELATED TO THE DIP IN ANY WAY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. DO YOU HAVE ANY BANK ACCOUNTS OPEN OTHER THAN THE DIP ACCOUNT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B25C (Official Form 25C) (12/08)

	Yes	No
14. HAVE YOU SOLD ANY ASSETS OTHER THAN INVENTORY THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. DID ANY INSURANCE COMPANY CANCEL YOUR POLICY THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. HAVE YOU BORROWED MONEY FROM ANYONE THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. HAS ANYONE MADE AN INVESTMENT IN YOUR BUSINESS THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. HAVE YOU PAID ANY BILLS YOU OWED BEFORE YOU FILED BANKRUPTCY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

TAXES

DO YOU HAVE ANY PAST DUE TAX RETURNS OR PAST DUE POST-PETITION TAX OBLIGATIONS?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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IF YES, PLEASE PROVIDE A WRITTEN EXPLANATION INCLUDING WHEN SUCH RETURNS WILL BE FILED, OR WHEN SUCH PAYMENTS WILL BE MADE AND THE SOURCE OF THE FUNDS FOR PAYMENT.

*(Exhibit A)***INCOME**

PLEASE SEPARATELY LIST ALL OF THE INCOME YOU RECEIVED FOR THE MONTH, THE LIST SHOULD INCLUDE ALL INCOME FROM CASH AND CREDIT TRANSACTIONS. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*
ACCURAL BASIS

TOTAL INCOME:**SUMMARY OF CASH ON HAND**

Cash on Hand at Start of Month	\$ 4,449,890.85
Cash on Hand at End of Month	\$ 3,477,394.49

PLEASE PROVIDE THE TOTAL AMOUNT OF CASH CURRENTLY AVAILABLE TO YOU TOTAL:	\$ 3,477,394.49
---	-----------------

*(Exhibit B)***EXPENSES**

PLEASE SEPARATELY LIST ALL EXPENSES PAID BY CASH OR BY CHECK FROM YOUR BANK ACCOUNTS THIS MONTH. INCLUDE THE DATE PAID, WHO WAS PAID THE MONEY, THE PURPOSE AND THE AMOUNT. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.) - CASH BASIS NON-ACCRUAL*

TOTAL EXPENSES: \$ 1,030,126.55*(Exhibit C)***CASH PROFIT**

INCOME FOR THE MONTH <i>(TOTAL FROM EXHIBIT G - ACCURAL)</i>	\$ (1,058,502.81)
EXPENSES FOR THE MONTH <i>(TOTAL FROM EXHIBIT C - CASH BASIS)</i>	\$ 1,030,126.55
<i>(Subtract Line C from Line B)</i>	
CASH PROFIT FOR THE MONTH	\$ (2,088,629.36)

(Exhibit D)

UNPAID BILLS

PLEASE ATTACH A LIST OF ALL DEBTS (INCLUDING TAXES) WHICH YOU HAVE INCURRED SINCE THE DATE YOU FILED BANKRUPTCY BUT HAVE NOT PAID. THE LIST MUST INCLUDE THE DATE THE DEBT WAS OCCURRED, WHO IS OWED THE MONEY, THE PURPOSE OF THE DEBT AND WHEN THE DEBT IS DUE. (THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)

TOTAL PAYABLES: \$ 2,423,234.55

(Exhibit E)

MONEY OWED TO YOU

PLEASE ATTACH A LIST OF ALL AMOUNTS OWED TO YOU BY YOUR CUSTOMERS FOR WORK YOU HAVE DONE OR THE MERCHANDISE YOU HAVE SOLD. YOU SHOULD INCLUDE WHO OWES YOU MONEY, HOW MUCH IS OWED AND WHEN PAYMENT IS DUE. (THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)

TOTAL RECEIVABLES: \$ 2,261,299.02

(Exhibit F)

BANKING INFORMATION

PLEASE ATTACH A COPY OF YOUR LATEST BANK STATEMENT FOR EVERY ACCOUNT YOU HAVE AS OF THE DATE OF THIS FINANCIAL REPORT OR HAD DURING THE PERIOD COVERED BY THIS REPORT

EMPLOYEES

NUMBER OF EMPLOYEES WHEN THE CASE WAS FILED?	51
NUMBER OF EMPLOYEES AS OF THE DATE OF THIS MONTHLY REPORT?	0

PROFESSIONAL FEES

BANKRUPTCY RELATED

PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?	\$ 153,277.76
--	---------------

TOTAL PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?	\$ 1,405,374.76
--	-----------------

NON - BANKRUPTCY RELATED

PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?	\$ -
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TOTAL PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?	\$ -
--	------

PROJECTIONS

COMPARE YOUR ACTUAL INCOME AND EXPENSES TO THE PROJECTIONS FOR THE FIRST 180 DAYS OF YOUR CASE PROVIDED AT THE INITIAL DEBTOR INTERVIEW.

(\$000's Omitted)

	PROJECTED *	ACTUAL*	DIFFERENCE*
INCOME	\$ 17,142	\$ 18,515	\$ 1,373
EXPENSES	<u>\$ 16,196</u>	<u>\$ 14,725</u>	<u>\$ 1,471</u>
CASH PROFIT	\$ 946	\$ 3,790	\$ 2,844

TOTAL PROJECTED INCOME FOR THE NEXT MONTH:	\$ 70
TOTAL PROJECTED EXPENSES FOR THE NEXT MONTH:	<u>\$ 671</u>
TOTAL PROJECTED CASH PROFIT FOR THE NEXT MONTH:	\$ (601)

* For the period Jan 17, 2014 to June 30, 2014

ADDITIONAL INFORMATION

PLEASE ATTACH ALL FINANCIAL REPORTS INCLUDING AN INCOME STATEMENT AND BALANCE SHEET WHICH YOU PREPARE INTERNALLY.

(Exhibit G)

UNITED STATES BANKRUPTCY COURT

Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: September-14

Date filed: 10/15/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT A - TAXES

NO PAST DUE TAX RETURNS OR PAST DUE POST PETITION TAX OBLIGATIONS TO REPORT

UNITED STATES BANKRUPTCY COURT

Southern District of West Virginia

In re: Freedom Industries, Inc.
Debtor

Case No. 2:14-bk-20017

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: September-14

Date filed: 10/15/2014

Line of Business: Specialty Chemicals

NAISC Code: 325199

EXHIBIT B - INCOME - CASH RECEIPTS

Source¹

Collection of accounts receivable for the month
Proceeds from Sale of Assets
Other Receipts

Amount

\$ 57,073.51
\$ -
\$ 556.68

Total

\$ 57,630.19

Notes

1) See cash journals and bank reconciliations for additional details

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF WEST VIRGINIA

In re)	
)	Chapter 11
FREEDOM INDUSTRIES, INC.)	
)	Case No. 2:14-bk-20017
Debtor.)	
<hr style="width: 40%; margin-left: 0;"/>)	Related to Docket No. 432

**ORDER GRANTING DEBTOR’S MOTION TO APPROVE
MODIFIED SETTLEMENT AGREEMENT AND INSURANCE BUY-BACK
BETWEEN DEBTOR AND INSURER, AIG SPECIALTY
AND OVERRULING THE OBJECTION OF GARY SOUTHERN**

This matter comes before the Court upon the previously served Motion¹, dated June 24, 2014, and the public record filing on December 11, 2014 of the modified Settlement Agreement, which sought approval of the modified Settlement Agreement, of Freedom Industries, Inc., and an order, pursuant to Sections 105(a) and 363 of the Bankruptcy Code and Rules 2002, 6004, and 9019 of the Bankruptcy Rules, which: (i) authorizes Freedom to enter into a compromise and settlement with AIG Specialty and approving the modified Settlement Agreement; (ii) authorizes Freedom to provide the releases set forth in the modified Settlement Agreement; (iii) authorizes the sale of the Excess Policy back to AIG Specialty pursuant to the terms and conditions of the modified Settlement Agreement, free and clear of all Interests; and (iii) enjoins certain Claims against AIG Specialty, as described in the modified Settlement Agreement and Paragraph G of this Order, below (the “Injunction”). The Court has considered the Motion, and all responses and objections to the Motion both in the pleadings and as expressed at hearings held with respect to the Motion, and finds as follows:

¹ Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the modified Settlement Agreement (filed on December 11, 2014).

Jurisdiction, Final Order and Statutory Predicates

1. The Court has jurisdiction over the Motion and relief requested therein, pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157 (b)(2).
2. This Order constitutes a final and immediately appealable order within the meaning of 28 U.S.C. § 158(a).
3. The statutory predicates for the relief sought in the Motions are Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 6004 and 9019.

Retention of Jurisdiction

4. It is necessary and appropriate for the Court to retain jurisdiction to, among other reasons, interpret and enforce the terms and provisions of this Order and the modified Settlement Agreement, and to adjudicate, if necessary, any and all disputes arising under, or relating to, or affecting, any of the transactions contemplated under the modified Settlement Agreement.

Notice of the Motion

5. Freedom has provided due and adequate notice of the Motion and the subject matter thereof to all parties in interest pursuant to Bankruptcy Rules 2002 and 6004. This notice was good and sufficient under the particular circumstances, including the protective terms of this order, and no further notice is necessary. Without limiting the generality of the foregoing, adequate notice of the modified Settlement Agreement has been provided when considering the protections to Incident creditors described herein. No additional notice is necessary.

Sound Business Judgment and Reasonableness

6. The relief requested in the Motion is in the best interests of Freedom's Estate, its creditors, and other parties-in-interest. Freedom has demonstrated good, sufficient, and sound business purposes and justifications for the relief requested in the Motion and the approval of the transactions contemplated thereby. Freedom has also satisfied the requirements of the "business judgment" test for purposes of the Motion and the relief requested thereunder.

7. The modified Settlement Agreement, including, but not limited to, the sale of the Excess Policy² free and clear of any and all Interests, is fair and reasonable and in the best interests of Freedom and its Estate. The modified Settlement Amount represents fair and reasonable consideration for the sale of the Excess Policy, the release of Claims, and the other provisions as set forth in the modified Settlement Agreement. The Settlement Agreement is also in the best interests of the Incident Claimants because the Settlement Amount will be held by Freedom pending further order of Court.

8. Freedom has demonstrated that its probability of success in litigation over the matters resolved by the modified Settlement Agreement is consistent with or superior to the reasonable range of potential litigation outcomes, and is in the best interests of Freedom, its Estate, and its creditors, including, but not limited to, the Incident Claimants.

Good Faith of Purchaser of the Policies

9. The modified Settlement Agreement was negotiated and proposed, and has been entered into by the Parties, in good faith, from arms-length bargaining positions, and without fraud

² The Excess Policy constitutes property of Freedom's bankruptcy estate pursuant to section 541(a) of the Bankruptcy Code. Based on the circumstances of this particular case and the particular Policies, the bankruptcy estate has an equitable property interest in the proceeds of the Policies pursuant to section 541(a) of the Bankruptcy Code because conflicting claims will likely consume the Policies' limits, defense costs will erode the limits of the Policies, and the exhaustion of the Policies will have an impact on the administration of the bankruptcy estate.

or collusion. Each Party to the modified Settlement Agreement was represented by counsel. The sale consideration to be realized by Freedom's Estate pursuant to the modified Settlement Agreement is fair and reasonable. AIG Specialty is a good faith purchaser of the Excess Policy for value within the meaning of Section 363(m) of the Bankruptcy Code and is entitled to the protection thereof. Neither Freedom, nor AIG Specialty, nor any of Freedom's or AIG's representatives, have engaged in any conduct that would (i) cause or permit the modified Settlement Agreement, or the sale of the Excess Policy, to be avoided under Section 363(n) of the Bankruptcy Code; (ii) cause or permit any amounts, costs, attorneys' fees, expenses or punitive damages to be recovered under Section 363(n) of the Bankruptcy Code; or (iii) prevent the application of Section 363(m) of the Bankruptcy Code.

Satisfaction of Section 363(f) Requirements

10. Freedom may sell the Excess Policy free and clear of Interests under Section 363(f) of the Bankruptcy Code including, but not limited to, Interests of the Objecting Parties, because one or more of the criteria set forth in Sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Without limiting the generality of the foregoing, pursuant to Section 363(f)(2) of the Bankruptcy Code, those holders of Interests against any of the Policies who did not object, or who withdrew their objections to the Motion or the relief requested therein are deemed to have consented. Moreover, as contemplated by Section 363(f)(5) of the Bankruptcy Code, each holder of an Interest in the Excess Policy can be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such Interest.

11. To the extent any Person has an Interest in the Excess Policy, such Interest is adequately protected as required by Section 363(c) of the Bankruptcy Code by the attachment of such Interest to the proceeds of sale of the policies pursuant to Paragraph F of this Order.

No Successor Liability

12. The transfer of the Excess Policy pursuant to the modified Settlement Agreement does not and will not subject or expose AIG Specialty to any liability, Claim, cause of action or remedy by reason of such transfer under (a) the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based on, in whole or in part, directly or indirectly, including, but not limited to, any theory of tort, creditors' rights, equity, antitrust, environmental, successor or transferee liability, labor law, de facto merger, or substantial continuity; or (b) any employment contract, understanding or agreement, including, but not limited to, collective bargaining agreements, employee pension plans, or employee welfare or benefit plans.

13. AIG Specialty is not assuming any of Freedom's obligations to its employees by reason of the purchase of the Excess Policy under the Settlement Agreement.

14. No common identity of officers or directors exists between AIG Specialty and Freedom.

15. AIG Specialty is purchasing the Excess Policy pursuant to the modified Settlement Agreement and this Order. AIG Specialty is not purchasing any other assets of Freedom's Estate. AIG Specialty shall not acquire any responsibility or liability with respect to the Estate's other assets, or for any liability of or Claims against Freedom or its Estate as a result of the purchase of the Excess Policy.

16. A sale of the Excess Policy other than one free and clear of Interests, if possible at all, would impact adversely on Freedom's Estate and would be of substantially less benefit to

Freedom, its creditors, and its Estate. AIG Specialty would not purchase the Excess Policy, pay the Settlement Amount, or enter into the other agreements provided for in the Settlement Agreement, were the sale of the Excess Policy not free and clear of all Interests.

Permanent Injunction

17. Issuing a permanent injunction under Section 105(a) of the Bankruptcy Code is essential to give effect to the sale of the Excess Policy to AIG Specialty free and clear of Interests pursuant to Section 363(f) of the Bankruptcy Code and the settlement of matters provided for in the modified Settlement Agreement. The Injunction as set forth in Paragraph G below is a necessary prerequisite for AIG Specialty's agreement to the terms and conditions of the modified Settlement Agreement, and AIG Specialty will not consummate the modified Settlement Agreement including, but not limited to, the sale of the Excess Policy in the absence of such a permanent injunction from this Court.

18. To the extent that the holders of present and future Claims have any Interest in the Policies, such Persons are adequately protected in that they will have the right to pursue their Claims against the Settlement Amount with the same validity and priority as against the Policies, subject to the terms and conditions of any further orders of this Court or other court of competent jurisdiction.

19. The terms of the modified Settlement Agreement and related releases granted to AIG Specialty by Freedom shall constitute exhaustion of any insurance coverage applicable to the Incident.

Objection of Gary Southern

20. This matter was originally scheduled for hearing on July 22, 2014. On July 18, 2014, three (3)³ former shareholders of the Debtor filed objections asserting that the Debtor, in negotiating and compromising with AIG, had permitted AIG to escape the stated provisions in a section of its insurance agreement with the Debtor that would permit, in addition to the payment of approximately \$3 million in damage claims, coverage of all defense costs that might be incurred by Freedom and its officers who were also insured under the policy. The objecting parties also raised the objection that there were significant jurisdictional issues to be addressed by the Court which divest the Court of jurisdiction to grant the relief in the proposed compromise. These objections were similar in nature to the later objection by Gary Southern to the modified Settlement Agreement. The Debtor requested and received substantial time to attempt a resolution of these timely filed objections and on December 11, 2014, the modified Settlement Agreement was filed.

21. As part of the modified Settlement Agreement, the three original objecting parties withdraw their objections and AIG makes a payment to the Debtor in excess of the policy limits.

22. In a late filed objection, Gary Southern asserts the same basic objections as the three former shareholders in their timely filed objection, that (1) the Bankruptcy Court does not have the authority to issue the channeling injunction contemplated in the Modified Settlement Agreement and (2) the Modified Settlement Agreement does not achieve full value under the subject policy. Mr. Southern also asks that the matter be referred to the West Virginia Supreme Court for an interpretation of the insurance policy under West Virginia law.

23. With respect to the issue of authority to issue the channeling injunction, a review of the authorities indicates that the Court may issue these injunctions in cases such as this. Under 28

³ Those former shareholders are Dennis Ferrell, William Tis, and Charles Herzing.

U.S.C. § 1334(b) the Court may have jurisdiction over claims involving non-debtor third parties pursuant to its “related to” jurisdiction. The insurance policy is the property of the Debtor’s bankruptcy estate. It was issued to the Debtor, the Debtor paid the premiums, and while there may be other first party insureds, the insured status of those persons is based on and dependent upon the insured’s relationship with the Debtor.⁴ Determining the priority with respect to claimants of an asset of a limited estate is precisely what the Bankruptcy Code is designed to do.⁵

24. Moreover, the Fourth Circuit has held that Bankruptcy Courts have the authority to issue permanent injunctions against non-debtor third parties as part of Chapter 11 plans, settlement agreements and/or sale motions. See, e.g., In re A.H. Robbins Co. Inc., 880 F.2d 694 (4th Cir. 1989) *cert. denied*, 493 U.S. 959 (1989). As have other Circuits. . See, e.g. Mac Arthur Co. v. Johns-Manville Corp., 837 F.2d 89, 94 (2d Cir. 1988); In re Dow Corning Corp., 280 F.3d 648 (6th Cir. 2002). Mr. Southern extensively cites In re Adelpia Communications Corp., 364 B.R. 518 (S.D.N.Y. 2007) as the basis for arguing that the Bankruptcy Court has a jurisdictional inability to issue the channeling injunction. However, while the Adelpia Court chose not to issue the injunction in that particular case, it did state that such injunctions were proper and “perform an essential role in some cases,” depending on the circumstances of the case. Id. at 528. In fact, the Court emphasized that its decision rested largely on the grounds that policy limits were not tendered as part of the agreement, stating” if the *full* amount of the remaining insurance proceeds had been used to provide a trust or fund from which the Objectors might secure their recoveries, that might then justify a channeling injunction prohibiting persons or entities from suing the

⁴ The Court notes that Gary Southern has filed a claim in this bankruptcy case for reimbursement of his costs of legal representation and attached the subject insurance policy in support of said claim.

⁵ The objection claims that under the insurance policy, coverage to non-Debtor insureds would not result in an erosion of the proceeds available to pay claims to other creditors. The Court finds that this is not a correct interpretation of the insurance policy as discussed in greater detail below when determining if the Modified Settlement Agreement results in full value being paid to the Debtor.

Insurers to secure more.” *Id.*, at 530 (emphasis in original). Accordingly, the Court finds that it has jurisdiction to issue the channeling injunction if it finds that such issuance is appropriate.

25. With respect to whether the Modified Settlement Agreement achieves full value under the subject policy, Mr. Southern argues that an uncapped pool of proceeds to pay defense costs under Coverage E of the subject policy is being abandoned by the Modified Settlement Agreement. Clearly, the AIG insurance policy is property of the estate and the Court has authority to review and authorize collection due under the policy to the estate. The Court finds that Coverage E is not applicable to the present case and for that reason arguments that the estate is abandoning coverage due Mr. Southern or others has no basis in fact or law.⁶

26. It is uncontested that Coverage D-2 under the subject policy applies to the Elk River Incident and that AIG agreed to defend both Freedom and Gary Southern under Coverage D-2. Coverage D2 provides as follows:

We will pay on behalf of the insured, **loss** that the insured become legally obligated to pay as a result of claims for **bodily injury** or **property damage** resulting from **pollution conditions**, beyond the boundaries of an **insured property**, that migrated from such **insured property**. (Bolding in original).

Coverage D-2 provides a maximum limit of liability, between the primary and excess policies, of \$3 million for the claims arising from the Elk River incident. Coverage D-2 further provides that AIG ‘s payment of defense costs erodes those limits.

Coverage E-2 is entitled PRODUCTS POLLUTION AND EXPOSURE LIABILITY, and provides as follows:

We will pay those sums that the insured becomes legally obligated to pay as **loss** because of **bodily injury, property damage** or **environmental damage** resulting from **pollution conditions** caused by **your product** and included in the **products-completed operations hazard**.

We will also pay those sums that the insured becomes legally obligated to pay as **loss** because of **bodily injury** or **property damage** resulting from ingestion or inhalation of, contact with, or exposure to, and fumes, dust, particles, vapors,

⁶ In its response, AIG challenges the notion that coverage under E-2 would not erode the limits of the policy. However, since the Court finds that Coverage E-2 does not apply, it is not necessary to examine this issue.

liquids or other substances originating from **your product** and included in the **products-completed operations hazard**. (Bolding in original).

A review of the policy along with case law interpreting the meaning of “products-completed operations hazard” indicates that the test for when this type of coverage applies is where damages occur from either (1) goods placed in the stream of commerce or (2) work performed offsite. See, West Bend Mut. Ins. Co. v. U.S. Fidelity and Guar. Co., 598 F.3d 918, 926 (7th Cir. 2010). In the present case, the Elk River Incident involved goods that were still in storage that had never been placed in the stream of commerce. Thus, Coverage E-2 would not have applied.

27. Moreover, the Multiple Coverages provision in the subject policy provides:

Any loss, **claim** or **suit** or part thereof arising out of the same event, which may be alleged as covered under any of the Coverages A, B, C, D-1, D-2, or E shall not be subject to coverage under such Coverage parts if we have accepted coverage, provided a defense or coverage has been held to apply for any other loss, **claims** or **suits** or part thereof arising out of the same event under any of the other Coverages A, B, C, D-1, D-2, or E.

By the plain language of the Multiple Coverages provision, if AIG agrees to defend under a specific part, no other coverage parts apply. The Fifth Circuit has held that an identical provision “plainly gives the insurer the right to accept coverage under D to the exclusion of” another potentially applicable coverage part. DPC Indus. Inc. v. Am. Int’l Specialty Lines Ins. Co., 615 F.3d 609, 614 (5th Cir. 2010). Therefore, because AIG accepted coverage under Coverage D-2, it could deny coverage under E-2, even if it did apply.

28. The Modified Settlement Agreement provides for a payment of approximately \$3,200,000.00, a sum greater than the applicable policy limits under Coverage D-2. Therefore, the assertion by Gary Southern that the Modified Settlement Agreement does not achieve full value under the subject policy, as was the case in Adelphia, is found to be without merit.

Proceeds from the modified Settlement Agreement

29. Paragraph 1 of the original Settlement Agreement that was filed as Exhibit B to the Motion on June 24, 2014, stated, *inter alia*, “Freedom covenants and agrees that the proceeds of the Settlement Amount shall be deposited in a segregated account and shall be used only for the purpose of paying liabilities arising from or related to the Incident and any related costs of administering the payment of such liabilities.”

30. A copy of the June 24, 2014, motion that included the original Settlement Agreement was served (1) electronically on all parties having registered in the case at the time under the Court’s CM/ECF system, (2) electronically on the parties listed on exhibit A to the Debtor’s certificate of service filed on July 21, 2014, (3) by regular U.S. Mail on hundreds of other interested parties listed on Exhibits B and C to the Debtor’s certificate of service filed on July 21, 2014, and (4) by publication in local newspapers in Kanawha County, Boone County, Putnam County, Jackson County, and Lincoln County.

31. In the modified Settlement Agreement, the language describing the purpose for which the proceeds will be used is omitted.

32. The only notice of the modified Settlement Agreement of record is that which is automatically sent electronically to all parties having registered in the case at the time under the Court’s CM/ECF system.

33. The Court notes that, in granting the Motion, Spill Claimants or anyone who has a liability claim against Freedom will be enjoined from pursuing AIG. Those persons have a right to rely on the terms contained in the only compromise and settlement agreement of which they were

noticed because it provided that the approximately \$2.9 million⁷ insurance recovery would be made available in such a manner as to partially satisfy their considerable losses.

34. Additionally, the Court observes that there had previously been a general understanding by the Spill Claimants who had participated in this case that the proceeds from the Settlement Agreement would facilitate either payment to, or performance of some community supported project found to be important by the Spill Claimants. In addition to the language in the original Settlement Agreement, this understanding was based on the proposed Ch. 11 plan of the Debtor that has been on record since August 18, 2014. Over the course of the months that the Settlement Agreement has been pending and objections resolved, a significant change has apparently been made by the Debtor in Possession with respect to the intended use of the insurance proceeds. This change was announced by counsel for the Debtor in Possession in Court during a status conference on March 3, 2015, when counsel for the DIP asserted that it was the position of the DIP and counsel that the insurance policy upon which this collection was based, was general property of the estate, and that all recoveries in connection with this compromise would be estate property. Not mentioned by counsel for the DIP was that the proceeds, if considered general property of the estate would become subject to the large legal fees that the DIP, and their counsel have billed for work, much of which has been of minimal or of no value to the majority of creditors in the case, for which reason the court has been reluctant to allow payments.

35. It appears that much of the legal work initially done in this case by counsel for the Debtor and by litigation counsel for the Debtor, was work that was more to the benefit of former shareholders and the new single shareholder of the DIP as some considerable portion of the work done appears to have been to limit the civil and criminal exposure of shareholders, for which reason the Court has still under consideration those fee requests.

⁷ The modified Settlement Agreement also increased the insurance recovery to approximately \$3.2 million.

36. This Court has previously raised concerns that counsel for the Debtor in Possession, and to some extent counsel for the Unsecured Creditors' Committee were dilatory in the noticing the Spill Claimants of the right they had to file claims. This lack of attention to this important matter in the case is illustrated by the fact that the first bar date established, after which Spill Claimants would be barred, was in August, 2014, and the first time counsel for the Debtor or the Unsecured Creditors' Committee acted in accordance with the March 5, 2014 Order of the Court requiring them to develop a procedure for notifying Spill Claimants of their right to file claims was June 10, 2014, three (3) months after being ordered to do so.

37. Parties with claims arising from or related to the incident were entitled to notice and opportunity to object before having the 2.9 million that was originally to be channeled to liabilities arising from or related to the Incident and any related costs of administering the payment of such liabilities being made subject to, and subordinate to, the administrative claims in this case.

38. Thus, the Court, in approving the Settlement Agreement, does not find that the approximately \$2.9 million portion of the insurance recovery that was originally noticed should become a general asset of the estate subject to administrative claim expenses. Rather, use of that portion of the proceeds should be limited to the noticed terms of its motion to compromise filed on June 24, 2014, and should be used only for the purpose of paying liabilities arising from or related to the Incident and any related costs of administering the payment of such liabilities. The Court finds that restricting the use of that portion of the proceeds will not impair the Debtor in Possession's ability to consummate its agreement with AIG, but will enhance it and provide important consideration to support the injunctive protection AIG is receiving.

For all of the foregoing reasons and after due deliberation, IT IS ORDERED, ADJUDGED, AND DECREED THAT

A. The Motion, with the above reservation of \$2.9 million for liabilities arising from the incident, is GRANTED and APPROVED.

B. Pursuant to Section 363(b) of the Bankruptcy Code, Freedom is authorized and directed to enter into and consummate the modified Settlement Agreement and to sell, transfer and convey the Excess Policy to AIG Specialty in accordance with the terms and subject only to the conditions specified herein and in the modified Settlement Agreement. Freedom and AIG Specialty are each hereby authorized to take all actions and execute all documents and instruments that Freedom and AIG Specialty deem necessary or appropriate to implement and effectuate the transactions contemplated by the modified Settlement Agreement.

C. The terms of the modified Settlement Agreement (including, but not limited to the releases set forth in the modified Settlement Agreement) are approved in their entirety, and this Order and the modified Settlement Agreement shall be binding upon Freedom, its Estate, AIG Specialty, all Persons holding Interests in the Policies or Claims against Freedom or its Estate, including, but not limited to the objecting parties, all holders of Incident Claims under the Policies, Freedom's insurers other than AIG Specialty, any actual or potential insureds under the Policies, all other parties in interest, and each of the foregoing Persons' successors and assigns. The sale of the Excess Policy by Freedom to AIG Specialty, effective upon the Approval Date, shall constitute a legal, valid, and effective transfer of the Excess Policy and shall vest AIG Specialty with all right, title, and interest in and to the Excess Policy free and clear of all Interest pursuant to Section 363(f) of the Bankruptcy Code.

D. AIG Specialty shall pay the Settlement Amount to Freedom as provided in the modified Settlement Agreement.

E. The sale of the Excess Policy to AIG Specialty under the modified Settlement Agreement constitutes a transfer for reasonably equivalent value and fair consideration under Section 548 of the Bankruptcy Code and comparable provisions of non-bankruptcy law.

F. PURSUANT TO SECTIONS 105(A) AND 363(F) OF THE BANKRUPTCY CODE AND SUBJECT TO THE CONSUMMATION, AS OF THE APPROVAL DATE, OF THE SALE OF THE EXCESS POLICY AS PROVIDED UNDER THE MODIFIED SETTLEMENT AGREEMENT, THE EXCESS POLICY SHALL BE AND HEREBY IS TRANSFERRED TO AIG SPECIALTY, FREE AND CLEAR OF ANY AND ALL INTERESTS (OF ALL PERSONS IN, TO AND WITH RESPECT TO THE EXCESS POLICY, INCLUDING, BUT NOT LIMITED TO ANY AND ALL CLAIMS AGAINST AIG SPECIALTY), WHETHER ARISING PRIOR TO, DURING, OR SUBSEQUENT TO THE BANKRUPTCY CASES OR IMPOSED BY AGREEMENT, UNDERSTANDING, LAW, EQUITY OR OTHERWISE. ANY AND ALL SUCH INTERESTS OTHER THAN THOSE OF THE OBJECTING PARTIES, WHICH INTERESTS, IF ANY, ARE WAIVED AND RELEASED SHALL ATTACH TO THE SETTLEMENT AMOUNT WITH THE SAME VALIDITY, PRIORITY, FORCE, AND EFFECT AS SUCH INTEREST HOLDERS HAD IN THE EXCESS POLICY PRIOR TO THE ENTRY OF THIS ORDER. NOTHING CONTAINED HEREIN IS INTENDED TO NOR SHALL BE DEEMED TO CONSTITUTE A DETERMINATION OF THE EXTENT, VALIDITY OR PRIORITY OF ANY SUCH INTERESTS THAT MAY BE ASSERTED AGAINST THE SETTLEMENT AMOUNT.

G. PURSUANT TO SECTIONS 105(A) AND 363 OF THE BANKRUPTCY CODE, ALL PERSONS WHO HAVE HELD OR ASSERTED, WHO HOLD OR ASSERT, OR WHO MAY IN THE FUTURE HOLD OR ASSERT ANY CLAIM OR INTEREST OF ANY KIND OR NATURE AGAINST FREEDOM, THE ESTATE, THE POLICIES, OR AIG SPECIALTY (AS DEFINED IN THE MODIFIED SETTLEMENT AGREEMENT), INCLUDING, BUT NOT LIMITED TO, THE OBJECTING PARTIES, BASED UPON, ARISING UNDER OR OUT OF, DERIVED FROM OR ATTRIBUTABLE TO (I) ACTIVITIES THAT GIVE RISE TO CLAIMS UNDER THE POLICIES, OR (II) THE POLICIES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM ARISING FROM OR RELATED TO THE INCIDENT, AND ANY EXTRA-CONTRACTUAL CLAIM, INSURANCE COVERAGE CLAIM OR DIRECT ACTION CLAIM, WHENEVER OR WHEREVER ARISING OR ASSERTED (INCLUDING ALL THEREOF IN THE NATURE OF OR SOUNDING IN TORT, CONTRACT, WARRANTY OR ANY OTHER THEORY OF LAW, EQUITY OR ADMIRALTY) SHALL BE AND HEREBY ARE PERMANENTLY STAYED, RESTRAINED AND ENJOINED FROM ASSERTING ANY SUCH CLAIMS OR INTERESTS AGAINST AIG SPECIALTY (AS DEFINED IN THE SETTLEMENT AGREEMENT) AND FROM CONTINUING, COMMENCING, OR OTHERWISE PROCEEDING OR TAKING ANY ACTION AGAINST AIG SPECIALTY TO ENFORCE SUCH INTERESTS OR CLAIMS OR FOR THE PURPOSE OF DIRECTLY OR INDIRECTLY COLLECTING, RECOVERING OR RECEIVING PAYMENTS FROM AIG SPECIALTY WITH RESPECT TO ANY SUCH CLAIM OR INTEREST.

H. FROM THE DATE ON WHICH THE APPROVAL ORDER BECOMES A FINAL ORDER, ANY AND ALL CLAIMS OR INTERESTS THAT ARE ENJOINED

PURSUANT TO PARAGRAPH G HERETO OTHER THAN THOSE OF THE OBJECTING PARTIES, WHICH ARE WAIVED AND RELEASED, SHALL ATTACH EXCLUSIVELY TO THE SETTLEMENT AMOUNT, SUBJECT TO THE TERMS AND CONDITIONS OF THE MODIFIED SETTLEMENT AGREEMENT OR AS OTHERWISE DIRECTED BY THE COURT.

I. Notwithstanding any prior orders of this Court, upon the Approval Date, AIG Specialty shall have no further responsibility to pay the fees or expenses of any experts or other professionals retained by or on behalf of Freedom in connection with or in any way relating to the Incident or claims or losses arising from the Incident.

J. AIG Specialty is not, and shall not be deemed to be, a successor to Freedom or its Estate by reason of any theory of law or equity or as a result of the consummation of the transactions contemplated in the modified Settlement Agreement or otherwise. AIG Specialty shall not assume any liabilities of Freedom or its Estate.

K. The transactions contemplated by the modified Settlement Agreement, including, but not limited to the sale of the Excess Policy to AIG Specialty free and clear of all Interests, including, but not limited to the Interests, if any, of the Objecting Parties, are undertaken by AIG Specialty in good faith, as that term is used in Section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization to consummate the sale of the Policies and the transactions contemplated by the modified Settlement Agreement shall not affect the validity of the sale of the Excess Policy to AIG Specialty, unless such authorization is duly stayed pending such appeal. AIG Specialty is a purchaser in good faith of the Excess Policy and shall be entitled to all of the protections afforded by Section 363(m) of the Bankruptcy Code.

L. Pursuant to Bankruptcy Rule 9019, the settlement and mutual release of Claims as set forth in the modified Settlement Agreement are hereby approved as of the Execution Date of the modified Settlement Agreement. This Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing and shall not be stayed under Bankruptcy Rule 6004(g).

M. The failure specifically to include any particular provision of the modified Settlement Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the modified Settlement Agreement be authorized and approved in its entirety.

N. This Court shall retain jurisdiction to interpret and enforce the provisions of this Order and the modified Settlement Agreement in all respects, and to adjudicate, if necessary, any and all disputes arising under or relating in any way to, or affecting, any of the transactions contemplated under the modified Settlement Agreement. With respect to the modified Settlement Agreement and this Approval Order the jurisdiction of the Court extends to the Objecting Parties, Class Representatives, and Named Plaintiffs in the Good Litigation. Such jurisdiction shall be retained even if the Bankruptcy Cases are closed, and the Bankruptcy Cases may be reopened for such purpose.

O. Each and every federal, state, and local governmental agency or department is hereby directed to accept this Order in lieu of any document necessary to consummate the transactions contemplated by the modified Settlement Agreement and this Order.

P. The Debtor, through its Chief Restructuring Officer (the "CRO"), shall hold the Settlement Amount in a separately segregated account and may invest the same in short term certificates of deposit with a maturity of not more than ninety (90) days. The CRO shall not

distribute or otherwise expend any portion of the Settlement Amount without prior authorization pursuant to an order of this Court or another court of competent jurisdiction.

Q. The release of Claims and injunction set forth in this Order and the modified Settlement Agreement do not affect AIG Specialty's obligations under any insurance policies issued to a Person other than the Debtor.

R. The Objections by the three (3) Objecting Parties are deemed withdrawn and the objection of Gary Southern is **OVERRULED**. Additionally, the request to certify the question of applicable insurance coverage to the West Virginia Supreme Court is hereby **DENIED** as such certification would cause an unnecessary delay in the administration of this bankruptcy case and no issue requiring certification to determine the property or coverage interests of the Debtor exists.

It is so **ORDERED**.

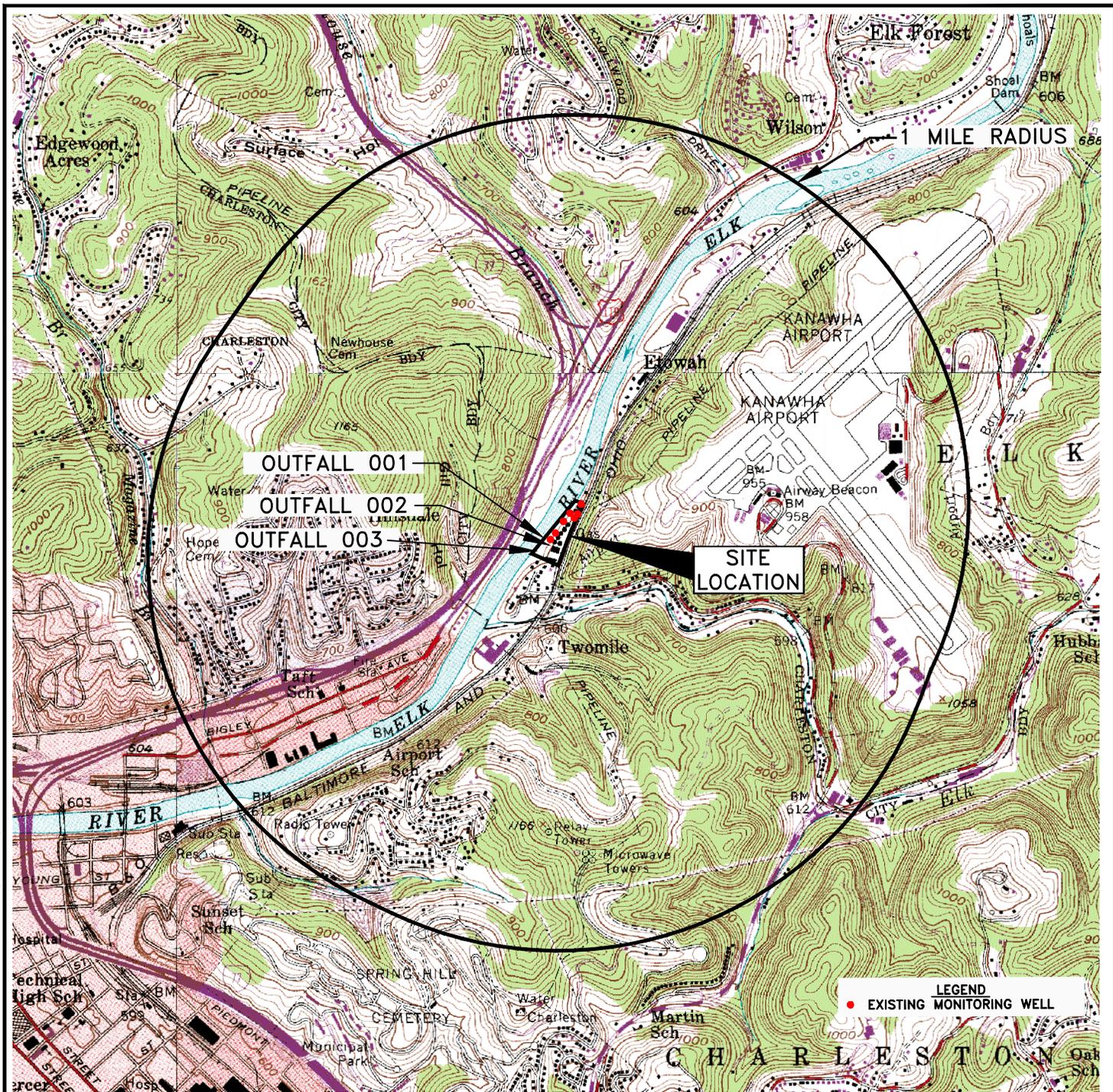
Entered: MAR 19 2015


United States Bankruptcy Judge

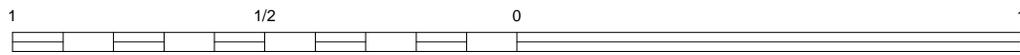
Attachment 3.

Site Maps

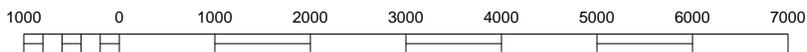
CITY:(COLUMBUS) DIV:GROUP:(IMDV) LAYOUT:FIG 1 -SL 1-MILE RADIUS SAVER: 9/11/2014 9:36 AM ACADVER: 18.1S (LMS TECH) PAGESSETUP: ---- PLOTSTYLETABLE:ACAD.CTB PLOTTED: 9/15/2014 10:24 AM BY: SMITH, BOB



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SCALE IN MILE



SCALE IN FEET



WEST VIRGINIA QUADRANGLE LOCATION

REFERENCE: USGS 7.5 MINUTE QUADRANGLE; EAST CHARLESTON, WEST VIRGINIA 1958, PHOTO REVISED 1971 AND 1976

FREEDOM INDUSTRIES
1015 BARLOW DRIVE, CHARLESTON, WEST VIRGINIA

OH003003.0001

SITE LOCATION MAP



FIGURE

1



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

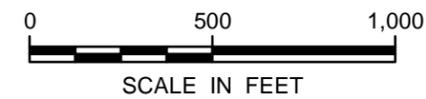
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Legend

-  Property Boundary
-  Property Boundary Corner
-  WVAWC Water Intake

FREEDOM INDUSTRIES
1015 BARLOW DRIVE, CHARLESTON, WEST VIRGINIA
OH003003.0001

Distance to Drinking Water Source



Attachment .

Conceptual Site Model Worksheet



Conceptual Site Model Worksheet

Section 1 – SITE CHARACTERISTICS			
Geologic Setting			
Geologic Setting Characteristics <input checked="" type="checkbox"/> Alluvial Setting <input type="checkbox"/> Fractured Rock <input type="checkbox"/> Karst <input type="checkbox"/> None Listed			
Soil			
Soil Type (check all that apply) <input type="checkbox"/> Gravel <input checked="" type="checkbox"/> Sand <input checked="" type="checkbox"/> Silt <input checked="" type="checkbox"/> Clay <input checked="" type="checkbox"/> Fill Material			
Groundwater			
Depth to Groundwater Range (feet) 15-30	Groundwater Flow Direction W	Underlying Aquifer <input type="checkbox"/> Confined <input type="checkbox"/> Perched <input checked="" type="checkbox"/> Unconfined <input type="checkbox"/> Unknown	
Are there any known discharge points from the underlying aquifer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Distance from Known Discharge Points to Site (miles)
Surface Water			
List each local surface water body (lake, pond/impoundment, river, spring/seep, stream, wetlands).			
Type	Name or Identifying Information	Distance from Site (feet)	
River	Elk River	0	
Site Activities			
Past or Current Site Activities <input type="checkbox"/> Deep Mining <input type="checkbox"/> Injection or Extraction Wells <input checked="" type="checkbox"/> Monitoring Wells <input type="checkbox"/> Surface Mining			

Section 2 – SITE USE

Historical Site Use

Land Use (check all that apply)

- Agricultural
 Commercial
 Industrial
 Recreational
 Residential
 School
 Vacant
 Other:

List past and current property owners/operators, a description of operations, and the approximate dates of ownership/operation.

Approximate Dates	Owner/Operator Name	Description of Operations
1938 - 2001	Pennzoil-Quaker State	Bulk petroleum product storage
2001- December 2013	Etowah River Terminal, LLC	Storage of freeze conditioning agents
December 2013- Present	Freedom Industries	Bulk storage of petroleum and coal products

Current Site Use

Land Use (check all that apply)

- Agricultural
 Commercial
 Industrial
 Recreational
 Residential
 School
 Vacant
 Other:

If necessary, provide additional current site use description.

All ASTs onsite have been demolished

Future Site Use

Land Use (check all that apply)

- Agricultural
 Commercial
 Industrial
 Recreational
 Residential
 School
 Vacant
 Unknown
 Other:

If necessary, provide additional future site use description.

Please see attached Phase 1 site assessment

Historical Adjacent Property Use

Land Use (check all that apply)

- Agricultural
 Commercial
 Industrial
 Recreational
 Residential
 School
 Vacant
 Other:

If necessary, provide additional historical adjacent property use description.

Current Adjacent Property Use

Land Use (check all that apply)

- Agricultural
 Commercial
 Industrial
 Recreational
 Residential
 School
 Vacant
 Other:

If necessary, provide additional current adjacent property use description.

Section 3 – CONTAMINANT SOURCE CHARACTERISTICS

Nature of Contamination

Provide a brief description of the nature of the contamination.

MCHM and PPH contamination on the northern containment area and to the west of the containment down to the river. The chemicals flowed primarily overland with some seepage into the soil.

Evidence of Contamination

Known or Suspected Source(s) of Contamination (check all that apply)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Analytical data | <input type="checkbox"/> Oil, tar, or other non-aqueous phase contaminant (≥1,000 sq ft) |
| <input type="checkbox"/> Free product or sheen on groundwater surface | <input checked="" type="checkbox"/> Ponded contaminants |
| <input checked="" type="checkbox"/> Free product or sheen on ponded water | <input checked="" type="checkbox"/> Stained saturated soil or backfill |
| <input checked="" type="checkbox"/> Free product or sheen on surface water body | <input type="checkbox"/> Stressed biota (fish kills, stressed vegetation, etc.) |
| <input checked="" type="checkbox"/> Odor | |
| <input checked="" type="checkbox"/> Other: <u>Known Spill / dissolved phase migration to surface water</u> | |

Source(s) of Contamination

Known or Suspected Source(s) of Contamination (check all that apply)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Aboveground Storage Tank System (AT) | <input type="checkbox"/> Drums or Storage Containers (DS) | <input checked="" type="checkbox"/> Surface Spill or Discharge (SD) |
| <input type="checkbox"/> Adjacent Property (AP) | <input type="checkbox"/> Industrial Accident (IA) | <input checked="" type="checkbox"/> Underground Storage Tank System (UT) |
| <input type="checkbox"/> Burial or Dumping of Wastes (BD) | <input checked="" type="checkbox"/> Routine Industrial Operations (IO) | <input type="checkbox"/> Unknown (UK) |
| <input type="checkbox"/> Other (OT): | | |

Contaminants

For each contaminant, indicate: Source(s) of contamination as labeled above (A, B, C, etc.)
Known (K) and suspected (S) contamination for each media affected

Contaminant	Source(s)	Soil	Groundwater	Surface Water	Sediments	Air
<i>Example</i>	<i>BD, IO</i>	<i>K</i>	<i>K</i>	<i>S</i>		
Chlorinated Solvents						
Dioxins						
Metals	AT,UT	K	K			
PCBs	SD	S	S			
Pesticides / Herbicides						
Petroleum	AT,UT	K	K			
SVOCs	AT,UT	K	K			
VOCs	AT,UT	K	K			
Other: <u>MCHM</u>	AT	K	K	S	S	S
Other: <u>PPH</u>	AT	K	K	S	S	S
Other: <u>Calcium Chloride</u>	AT	K	K			
Other: <u>Ethylene Glycol; Glycerin</u>	AT	K	K			

Section 4 – INTERIM REMEDIAL ACTIONS

Interim Remedial Actions				
Are there any interim remedial actions that have or will take place on the site?				
<input type="checkbox"/> No				
<input checked="" type="checkbox"/> Yes	Specify the remedial actions.			
Remedial Action	Planned	Initiated	Completed	n/a
Containing contamination	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excavating contaminated soil	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Providing temporary water supplies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recovering free product	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Removing regulated substance from storage tank(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Removing storage tank(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section 5 – EXPOSURE MEDIA AND TRANSPORT PATHWAYS

Media				
Affected or Potentially Affected Media (check all that apply) <input checked="" type="checkbox"/> Soil <input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Surface Water <input checked="" type="checkbox"/> Sediments <input checked="" type="checkbox"/> Air				
Transport Mechanisms				
Identify contaminant transport mechanisms.				
Contaminant	Erosion/Runoff	Fugitive Dust	Leaching	Volatilization
MCHM, PPH	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other: Lead, Calcium Chloride, Ethylene Glycol	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Petroleum, VOCs, SVOCs	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other: PCBs, Glycerin	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Groundwater Use				
Is the groundwater connected to or part of an aquifer that serves as a source of drinking water? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown				
Local Water Supplies				
Indicate the supply for each local water need and the distance of the supply from the site.				
Local Water	Surface	Downstream Distance (feet)	Well	Downgradient Distance (feet)
Public Water System	<input checked="" type="checkbox"/>	7,940	<input type="checkbox"/>	
Private Residential	<input type="checkbox"/>		<input type="checkbox"/>	
Agricultural	<input type="checkbox"/>		<input type="checkbox"/>	
Industrial / Commercial	<input checked="" type="checkbox"/>		<input type="checkbox"/>	
Surface Water Use				
Surface Water Use (check all that apply) <input type="checkbox"/> Agricultural <input checked="" type="checkbox"/> Boating <input checked="" type="checkbox"/> Fish and Wildlife Habitat <input checked="" type="checkbox"/> Recreational Fishing <input type="checkbox"/> Subsistence Fishing <input checked="" type="checkbox"/> Swimming <input type="checkbox"/> Not Used <input checked="" type="checkbox"/> Other: <u>Drinking Water Supply</u>				
Exposure Pathways				
Current and Future Exposure Pathways (check all that apply)				
Inhalation <input checked="" type="checkbox"/> Soil Particles <input checked="" type="checkbox"/> Vapors released from Groundwater <input checked="" type="checkbox"/> Vapors released from Soil	Dermal Contact <input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Sediments <input checked="" type="checkbox"/> Soil <input checked="" type="checkbox"/> Surface Water	Ingestion <input checked="" type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Sediments <input checked="" type="checkbox"/> Soil <input checked="" type="checkbox"/> Surface Water <input checked="" type="checkbox"/> Aquatic Organisms <input checked="" type="checkbox"/> Plants <input checked="" type="checkbox"/> Terrestrial Animals		
Receptors				
Current and Future Receptors (check all that apply)				
Human <input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial / Industrial <input checked="" type="checkbox"/> Construction / Outdoor Maintenance Worker <input checked="" type="checkbox"/> Recreational / Trespasser <input type="checkbox"/> Other:	Ecological <input checked="" type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Terrestrial			