

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

VWS Holdco, Inc., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-10979 (JKS)

Jointly Administered

Re: Docket Nos. 15, 42, & 146

**OBJECTION OF CHESTERFIELD COUNTY, VIRGINIA,
TO DEBTOR-IN-POSSESSION FINANCING MOTION**

Chesterfield County, Virginia (“Chesterfield”), hereby objects to the motion (the “Motion”)² [Docket No. 15] of the Debtors for debtor-in-possession financing.

1. The proposed Final Order would grant broad releases and provide other relief for Volunteer, the DIP Lenders, the Investors, Mr. Nichols, Mr. McGee, VWS Acquisitions, ESM Virginia, ESM Management, the Prepetition Secured Parties, and other insiders (collectively, the “Insiders”). Such relief would include, without limitation, findings (i) relating to the validity of Insider pre-petition claims and liens, (ii) that the Prepetition Secured Parties and other Insiders have acted in good faith and in compliance with law; (iii) that the Debtors have no claims or causes of actions against the Prepetition Secured Parties or other Insiders, with all such claims or causes of actions by the Debtors being waived and released; and (iv) that none of the Prepetition Secured Parties are control persons or insiders.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are as follows: VWS Holdco, Inc. (5412) and Shoosmith Bros., Inc. (6914). The Debtors’ mailing address is P.O. Box 2770, Chesterfield, VA 23832.

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion or the Declaration of Steven F. Agran in Support of First Day Relief [Docket No. 12], as applicable.

2. The Insiders should not receive any such relief because the current distressed status of the Landfill and the Debtors is the result of inappropriate actions by the Insiders.

3. For example, (i) on April 1, 2024, the Debtors sold real property adjacent to the Landfill for \$25 million and (ii) on November 22, 2024, the Debtors sold real property adjacent to the Landfill for \$15 million. Instead of using this \$40 million to fix the substantial problems at the Landfill, upon information and belief, the Insiders used a substantial portion of these funds to pay themselves. The deeds that identify these sales are attached hereto as Exhibit A and Exhibit B, respectively.

4. Additionally, the leachate “problem” that requires the Debtors to haul leachate from the Landfill by truck is of the Insiders’ own making. The Debtors’ permit to discharge wastewater from the Landfill (including leachate) into Chesterfield’s public sewer system was suspended in July 2024 because the Insiders improperly, and in violation of the Debtors’ permit and applicable law, allowed the Debtors to bypass required pretreatment of the leachate and to discharge untreated leachate into Chesterfield’s public sewer system. This leachate contained concentrations of multiple pollutants that exceeded permitted levels. The Insiders’ illicit actions in allowing the Debtors to discharge unpretreated leachate with impermissibly high levels of pollutants into Chesterfield’s public sewer system caused Chesterfield significant harm and required Chesterfield to treat these high levels of pollutants and to repair the substantial damages caused to Chesterfield’s public water system.

5. These are just three examples of actions of the Insiders that have resulted in the distressed status of the Landfill and the Debtors.

6. The distressed status of the Landfill includes, without limitation:

- a. the need to truck leachate water currently costs \$90,000 per week for the Debtors, resulting from the violations of the wastewater discharge permit and applicable law;
- b. the liner of the Landfill is torn;
- c. the Landfill has not been fully capped;
- d. the temperature at the Landfill has risen, which suggests additional potential problems with the Landfill;
- e. there are problems with the berm that was installed at the Landfill; and
- f. a landslide at part of the Landfill has damaged two of SCR's wells and further landslides may occur, which suggests additional potential problems with the Landfill.

7. The Commonwealth of Virginia is the obligee for the Surety Bonds issued for the Landfill, but those Surety Bonds will not provide anywhere near the amount of funds needed to fix all of these problems and to provide for the go forward costs of the Landfill.

8. The Debtors' sale efforts have proven unsuccessful and there is no realistic potential purchaser for the Landfill. Similarly, the Debtors' efforts to convince the Insiders to comply with their obligations and to provide substantial funds to fix the problems at the Landfill have proven unsuccessful.

9. Instead, it appears that the Debtors may need to convert these cases to Chapter 7 because there is no realistic prospect for a sale or a reorganization. In light of these facts and circumstances, providing any releases or other relief to the Insiders would be contrary to the best interests of the Debtors' estates and creditors. Succinctly, the limited amount of the DIP fundings (only approximately \$5 million) is woefully insufficient to pay for releases, beneficial findings, or other relief for the Insiders, who should be subject to substantial claims by the Debtors' estates following conversion to Chapter 7.

10. Appropriate investigations by independent estate professionals, such as a Chapter 7 Trustee, are likely to disclose facts that support numerous potential claims against the Insiders.

These potential claims include, without limitation:

- a. breach of fiduciary duty claims against officers and directors;
- b. piercing the corporate veil claims against the Insiders;
- c. alter ego claims against the Insiders;
- d. recharacterization of claims of the Insiders;
- e. equitable subordination of claims of the Insiders;
- f. disgorgement claims against the Insiders;
- g. constructive fraudulent conveyance claims against the Insiders;
- h. actual fraudulent conveyance claims against the Insiders;
- i. preference claims against the Insiders (among other potential preference claims against the Insiders, as noted on the Statement of Financial Affairs of Shoosmith Bros., Inc. [Docket No. 174], SOFA 4, Volunteer received a payment of \$4.5 million in November 2024); and
- j. civil claims under applicable Virginia law for abandoning the Landfill without proper closure or without adequate financial assurance instruments for such closure.

11. The Insiders also may have criminal liability under applicable Virginia law for abandoning the Landfill without proper closure or without adequate financial assurance instruments for such closure. Specifically, Va. Code Ann. § 10.1-1410(G) provides for potential civil and criminal liability, stating as follows:

G. Any person who knowingly and willfully abandons a solid waste management facility without proper closure or without providing adequate financial assurance instruments for such closure shall, if such failure to close results in a significant harm or an imminent and substantial threat of significant harm to human health or the environment, be liable to the Commonwealth and any political subdivision for the costs incurred in abating, controlling, preventing, removing, or containing such harm or threat.

Any person who knowingly and willfully abandons a solid waste management facility without proper closure or without providing adequate financial assurance instruments for such closure shall, if such failure to close results in a significant harm or an imminent and substantial threat of significant harm to human health or the environment, be guilty of a Class 4 felony.

Va. Code Ann. § 10.1-1410(G).

12. In Virginia, Class 4 felonies are punishable by a term of imprisonment of not less than two years nor more than ten years. Va. Code Ann. § 18.2-10(d).

13. Chesterfield has not raised these material issues with the Court previously because Chesterfield wanted to provide the Debtors' professionals with an opportunity to pull the proverbial rabbit out of a hat by finding a solution for the substantial problems at the Landfill. Unfortunately, this has not happened.

14. Chesterfield does not object to the Insiders providing the final DIP funding contemplated in the Motion, but any Final Order or a further Interim Order should not include any releases, beneficial findings, or other relief for the Insiders. In particular, neither third parties nor the Debtors' estates should be compelled to provide any releases to the Insiders and nothing should provide the Insiders with beneficial findings or otherwise impair the potential claims and causes of action of third parties and the Debtors' estates against the Insiders.

NEXT STEPS – CONVERSION AND TRANSFER OF VENUE

15. Unless the Insiders agree to provide the substantial capital needed to fix the material problems at the Landfill, or the Debtors otherwise obtain a source of funds to fix the Landfill, it appears that the Debtors' cases should be converted to Chapter 7.

16. As the Court is well-aware, Bankruptcy Code Section 1112(b) provides authority for a party in interest to seek to convert a case to Chapter 7 and Section 1112(b)(4)(A) identifies one of the "causes" for conversion as "substantial or continuing loss to or diminution of the estate

and the absence of a reasonable likelihood of rehabilitation.” Although this cause appears to exist, Chesterfield is not moving to convert the Debtors’ cases to Chapter 7 at this time because if another Interim DIP Order or a Final DIP Order is entered, and such Order does not contain the problematic relief for Insiders, the Insiders could provide the final DIP funding of approximately \$1.5 million and the Debtors could continue to attempt to find a path forward that avoids conversion for the next few weeks.

17. Upon any conversion to Chapter 7, Chesterfield respectfully requests that the Court simultaneously transfer the venue of these cases to the Bankruptcy Court for the Eastern District of Virginia, which is where the Landfill is located, pursuant to 28 U.S.C. § 1412 and Bankruptcy Rule 1014(a)(1). Bankruptcy Rule 1014(a)(1) provides that the Court may transfer venue on its own motion.

18. Transferring venue of the converted cases will promote judicial efficiency, reduce administrative burdens, and better serve the interests of justice and convenience for the parties and witnesses involved. In fact, even having a Chapter 7 Trustee initially appointed in Delaware would result in a waste of time and resources, impair judicial efficiency, and be contrary to the interests of justice. In sum, it would be contrary to the interests of justice for a Chapter 7 Trustee in Delaware to administer a distressed Landfill in Chesterfield or to force the parties who have the most interest in the substantial public health and safety problems at the Landfill, including without limitation Chesterfield and the Commonwealth of Virginia, to address these problems in a Chapter 7 case in Delaware, hundreds of miles away from the Landfill.

Dated: July 24, 2025

Respectfully submitted,

/s/ Jason W. Harbour

Jason W. Harbour (No. 4176)

HUNTON ANDREWS KURTH LLP

Riverfront Plaza, East Tower

951 East Byrd Street

Richmond, Virginia 23219

Telephone: (804) 788-8200

Facsimile: (804) 788-8218

Email: jharbour@Hunton.com

Counsel for Chesterfield County, Virginia

EXHIBIT A

This document prepared by
Kyle R. Kohler (VSB #85956)
Troutman Pepper
1001 Haxall Point, Suite 1500
Richmond, Virginia 23219

Upon recording return to:
1200 Urban Center Dr.
Birmingham, AL 35242
Attention: Said Jabbour

Consideration: \$25,000,000.00
Assessed Value: \$4,829,555.44 (Pro rata based on 148.5 acres herein conveyed. The assessed value of the entire parcel is \$17,379,700.00)

GPIN No. A portion of 772-653-5418-00000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 1st day of April, 2024 by **SHOOSMITH BROS., INC.**, a Virginia corporation whose address is Attn: Larry McGee, 132 Pineland Pl, Fort Worth, Texas 76114 (“**Grantor**”), in favor of **FLORIDA ROCK INDUSTRIES, INC.**, a Florida corporation, whose address is 1200 Urban Center Dr., Birmingham, AL 35242. (“**Grantee**”).

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable and sufficient considerations in law, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey with **SPECIAL WARRANTY OF TITLE** unto the Grantee, all of that certain lot or parcel of land belonging, situated, lying and being in Chesterfield County, Commonwealth of Virginia, and more particularly described on Exhibit “A” annexed hereto and made a part hereof (the “**Land**”), TOGETHER with any right, title and interest of Grantor in and to (i) any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, (ii) all mineral rights and subsurface rights for the Land held by Grantor and (iii) any land lying in the bed of any street, road or highway directly abutting said Land, together with any strips or gores relating to said Land (the Land and the foregoing easements and interests being hereinafter referred to collectively as the “**Property**”).

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Grantor hereby specially warrants the title to said Property and will execute such further assurances as shall be requisite.

Grantor and Grantee acknowledge that Grantee intends to operate the Property as a quarry, including mining and blasting, and that Grantor, as the owner of property adjacent to the Property, waives objections related to sound, vibration and the nature of such use of the Property.

THIS conveyance is made subject to the easements, conditions, restrictions, and rights-of-way of record insofar as they may lawfully affect the Property or any part thereof.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

WITNESS the following signature and seal:

GRANTOR:

SHOOSMITH BROS., INC.,
a Virginia corporation

By: [Signature]
Name: Fred G. Nichols
Title: President

STATE OF Texas } SS.
COUNTY OF Denton

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the City/County and State aforesaid, this 27 day of March, 2024, by Fred G. Nichols, as President of Shoosmith Bros., Inc., a Virginia corporation, on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

My Commission Expires: 5-15-2027

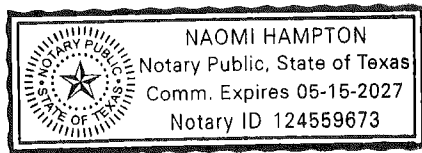


Exhibit "A"

Legal Description of the Land

A 148.5 acre parcel of land located in the County of Chesterfield, Virginia, shown on that certain Not For Residential Purposes Division of the Shoosmith Bros. Landfill plat, recorded in the land records of Chesterfield County, Virginia in Plat Book 00316, Page 0001-00001, and shown on such plat as "Parcel 1", as further described as:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND CONTAINING 148.5 MORE OR LESS ACRES IN THE DALE DISTRICT OF CHESTERFIELD COUNTY, VIRGINIA DESCRIBED AS FOLLOWS:

BEGINNING AT A PIPE FOUND ON THE SOUTHWESTERN RIGHT-OF-WAY OF IRONBRIDGE ROAD AND APPROXIMATELY 0.27 MILE NORTHWEST OF LEWIS ROAD. THENCE ALONG THE NORTHWESTERN RIGHT-OF-WAY OF IRONBRIDGE ROAD IN A SOUTHEAST DIRECTION ALONG A CURVE HAVING A RADIUS OF 3,879.72' SAID RADIUS ON THE NORTHEASTERN SIDE OF CURVE SAID CURVE HAVING A CHORD BEARING OF S25°53'14"E, A CHORD DISTANCE OF 64.33', AN ARC LENGTH OF 64.33' TO A NAIL SET. THENCE S42°58'04"W 406.67' TO A ROD SET. THENCE S45°49'56"W 676.38' TO AN "X" SET ON THE END OF A CONCRETE CULVERT PIPE. THENCE S48°25'28"W 837.96' TO A POWER POLE. THENCE N66°43'57"W 474.13' TO A ROD SET. THENCE N74°53'46"W 611.08' TO A POWER POLE. THENCE S86°47'15"W 445.49' TO A ROD SET. THENCE S82°59'38"W 310.44' TO A ROD SET. THENCE S72°13'12"W 173.22' TO A ROD SET. THENCE N59°22'12"W 55.01' TO A ROD SET. THENCE S51°00'27"W 183.85' TO A ROD SET. THENCE S70°56'37"W 575.23' TO A NAIL SET ON ROCK AND BEING CALCULATION TIE LINE CORNER "A". THENCE CONTINUING S70°56'37"W 80' MORE OR LESS TO THE CENTER LINE OF SWIFT CREEK. THENCE NORTHERLY ALONG THE CENTER OF SWIFT CREEK APPROXIMATELY 5,350' TO A LINE IN COMMON WITH THE PARCEL OWNED BY CHESTERFIELD COUNTY. THENCE ALONG SAID COMMON LINE S83°21'39"E 134' MORE OR LESS TO A PIPE FOUND AND BEING CALCULATION TIE LINE CORNER "B". SAID TIE LINE "A" TO "B" BEING N06°10'12"W 2,666.02'. THENCE CONTINUING FROM TIE LINE CORNER "B" ALONG THE COMMON LINE WITH THE COUNTY OF CHESTERFIELD S83°21'39"E 2,607.55' TO A ROD FOUND ON THE CORNER COMMON WITH THE IRONBRIDGE SPORTS PARK, LLC. THENCE ALONG THE LINE IN COMMON WITH IRONBRIDGE SPORTS PARK, LLC. ALONG A CURVE HAVING A RADIUS OF 3,162.71', SAID RADIUS ON THE NORTHEAST SIDE OF CURVE SAID CURVE HAVING A CHORD BEARING OF S27°46'02"E, A CHORD DISTANCE OF 230.16', AND ARC LENGTH OF 230.21' TO A NAIL FOUND. THENCE S29°51'09"E 79.82'. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 795.33', A CHORD BEARING OF S34°59'01"E, A CHORD DISTANCE OF 142.26', AND ARC LENGTH OF 142.45' TO A NAIL FOUND. THENCE S40°06'53"E 18.84' TO A NAIL FOUND. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 514.24', A CHORD BEARING OF S32°54'12"E, A CHORD DISTANCE OF 129.10', AN ARC LENGTH OF 129.44' TO A NAIL FOUND. THENCE S25°41'32"E 127.01' TO A NAIL FOUND. THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 601.48', A CHORD BEARING OF S20°41'23"E, A CHORD

DISTANCE OF 104.90', AN ARC LENGTH OF 105.03' TO A NAIL FOUND. THENCE S15°41'13"E 212.87' TO A NAIL FOUND. THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 264.01', A CHORD BEARING OF S39°33'35"E, A CHORD DISTANCE OF 213.69', AN ARC LENGTH OF 220.00' TO A NAIL FOUND. THENCE S63°25'55"E 280.12' TO A ROD FOUND. THENCE S35°50'22"E 10.50' TO A ROD FOUND AT A CORNER IN COMMON WITH IRONBRIDGE RD. CHESTER VIRGINIA, LLC. THENCE ALONG THE LINES IN COMMON WITH IRONBRIDGE RD. CHESTER VIRGINIA, LLC., S38°55'38"W 4.17' TO A FENCE POST. THENCE S37°12'37"E 89.62' TO A FENCE POST. THENCE S27°51'13"E 56.20' TO A FENCE POST. THENCE S22°44'42"E 139.59' TO A FENCE POST. THENCE S32°00'35"E 49.75' TO A POINT. THENCE ALONG A LINE IN COMMON WITH IRONBRIDGE RD. CHESTER VIRGINIA, LLC., N46°49'52"E 336.66' TO A ROD FOUND. THENCE N80°41'39"E 157.66' TO A NAIL FOUND. THENCE N42°58'04"E 472.97' TO A PIPE FOUND ON THE SOUTHWEST RIGHT-OF-WAY LINE OF IRONBRIDGE ROAD TO THE POINT AND PLACE OF BEGINNING.

INSTRUMENT # 240009213
E-RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
APRIL 2, 2024 AT 08:08AM
\$25,000.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$12,500.00 LOCAL: \$12,500.00
AMANDA L. POHL, CLERK
RECORDED BY: MAL

EXHIBIT B

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A – COVER SHEET CONTENT

Instrument Date: 11/22/2024

Instrument Type: DBS

Number of Parcels: 2 Number of Pages: 4

[] City [X] County CHESTERFIELD COURT
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[] Grantor:

[] Grantee:

Business/Name

1 X Grantor: SHOOSMITH BROS., INC.

Grantor:

1 X Grantee: OPAL ACQUISITIONS, LLC

Grantee:

Grantee Address

Name: OPAL ACQUISITIONS, LLC

Address: 1200 URBAN CENTER DRIVE

City: BIRMINGHAM State: AL Zip Code: 35242

Consideration: \$15,000,000.00 Existing Debt: \$0.00 Actual Value/Assumed: \$685,764.35

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: Original Page No.: Original Instrument No.:

Prior Recording At: [] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 774654151500000

Short Property Description: SHOOSMITH BROS LANDFILL PARCEL 2

Current Property Address: 11620 IRON BRIDGE ROAD

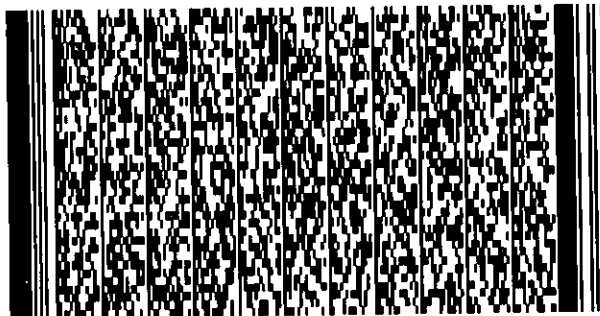
City: CHESTER State: VA Zip Code: 23831

Instrument Prepared By: TROUTMAN PEPPER HAMILTON SANDE Recording Paid By: FIDELITY NATIONAL TITLE INSURA

Recording Returned To: FIDELITY NATIONAL TITLE INSURANCE COMPANY

Address: 7130 GLEN FOREST DRIVE, SUITE 300

City: RICHMOND State: VA Zip Code: 23226



This document prepared by
Kyle R. Kohler (VSB #85956)
Troutman Pepper
1001 Haxall Point, Suite 1500
Richmond, Virginia 23219

Upon recording return to:
1200 Urban Center Dr.
Birmingham, AL 35242
Attention: Said Jabbour

Consideration: \$15,000,000.00
Assessed Value: \$685,764.35 (Pro rata based on 21.086 acres herein conveyed. The assessed value of the entire parcel is \$17,379,700.00)

GPIN Nos. 774-654-1515-00000 and a portion of 771-651-8464-00000 (formerly 772-653-5418-00000)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 22nd day of November, 2024 by **SHOOSMITH BROS., INC.**, a Virginia corporation whose address is Attn: Larry McGee, 132 Pineland Pl, Fort Worth, Texas 76114 ("**Grantor**"), in favor of **OPAL ACQUISITIONS, LLC**, a Delaware limited liability company, whose address is 1200 Urban Center Dr., Birmingham, AL 35242. ("**Grantee**").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations.)

W I T N E S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable and sufficient considerations in law, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey with **SPECIAL WARRANTY OF TITLE** unto the Grantee, all of that certain lot or parcel of land belonging, situated, lying and being in Chesterfield County, Commonwealth of Virginia, and more particularly described on Exhibit "A" annexed hereto and made a part hereof (the "**Land**"), TOGETHER with any right, title and interest of Grantor in and to (i) any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and (ii) any land lying in the bed of any street, road or highway directly abutting said Land, together with any strips or gores relating to said Land (the Land and the foregoing easements and interests being hereinafter referred to collectively as the "**Property**").

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Grantor hereby specially warrants the title to said Property and will execute such further assurances as shall be requisite.

Grantor and Grantee acknowledge that Grantee intends to operate the Property as a quarry, including mining and blasting, and that Grantor, as the owner of property adjacent to the Property, waives objections related to sound, vibration and the nature of such use of the Property.

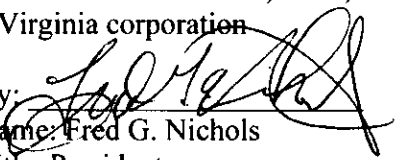
THIS conveyance is made subject to the easements, conditions, restrictions, and rights-of-way of record insofar as they may lawfully affect the Property or any part thereof.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

WITNESS the following signature and seal:

GRANTOR:

SHOOSMITH BROS., INC.,
a Virginia corporation

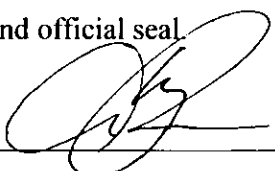
By: 
Name: Fred G. Nichols
Title: President

STATE OF Texas } SS.
COUNTY OF Denton

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the City/County and State aforesaid, this 19 day of November, 2024, by Fred G. Nichols, as President of Shoosmith Bros., Inc., a Virginia corporation, on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

My Commission Expires: 01-28-25

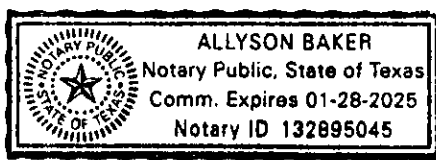


Exhibit "A"

Legal Description of the Land

A 21.086-acre, more or less, parcel of land located in the County of Chesterfield, Virginia, shown on that certain plat entitled "Not for Residential Purposes, Division of the Shoosmith Bros. Landfill Plat, recorded in the Land Records of Chesterfield County, Virginia in Plat Book 322, Page 32; and shown on such plat as "Revised Parcel 2," as further described as follows:

BEGINNING AT A NAIL SET AT THE NORTHEAST CORNER OF PARCEL 1 ON THE SOUTHWEST RIGHT OF WAY OF IRONBRIDGE ROAD AND BEING APPROXIMATELY 0.26 MILE NORTHWEST OF LEWIS ROAD THENCE ALONG THE SOUTHWEST RIGHT OF WAY OF IRONBRIDGE ROAD IN A SOUTHEAST DIRECTION ALONG A CURVE HAVING A RADIUS OF 3879.72' SAID RADIUS ON THE NORTHEASTERN SIDE OF CURVE SAID CURVE HAVING A CHORD BEARING OF S30°24'51"E, A CHORD DISTANCE OF 548.29', AN ARC LENGTH OF 548.75' TO A PIPE FOUND BY A DISTURBED HIGHWAY MONUMENT. THENCE S13°51'27"W 859.69' TO A ROD FOUND. THENCE N61°01'26"W 76.94' TO A ROD SET. THENCE S85°37'29"W 279.45' TO A ROD SET. THENCE N81°49'15"W 90.32' TO A ROD SET. THENCE N09°39'28"E 223.02' TO A ROD FOUND. THENCE N35°35'13"W 242.69' TO A ROD FOUND. THENCE S77°33'33"W 122.00' TO A ROD FOUND. THENCE N44°31'42"W 103.76' TO A ROD SET. THENCE S50°46'08"W 208.69' TO A ROD SET. THENCE S28°33'46"E 177.49' TO A ROD SET. THENCE S05°13'16"W 326.69' TO A ROD SET. THENCE N81°24'59"W 181.72' TO AN "X" SET ON THE END OF A CONCRETE CULVERT PIPE AND THE EASTERN LINE OF PARCEL 1. THENCE ALONG THE LINE IN COMMON WITH PARCEL 1 N48°25'28"E 745.71' TO AN "X" SET ON THE END OF A CONCRETE CULVERT PIPE. THENCE N45°49'56"E 676.38' TO A ROD SET. THENCE N42°58'04"E 406.67' TO THE POINT OF BEGINNING.

INSTRUMENT # 240038814
RECORDED CHESTERFIELD CIRCUIT COURT CLERK'S OFFICE
Dec 05, 2024 AT 02:25 pm
AMANDA L. POHL, CLERK by RDC
\$15,000.00 GRANTOR TAX WAS PAID
AS REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$7,500.00 LOCAL: \$7,500.00