

US EPA ARCHIVE DOCUMENT

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT ("Agreement") is made as of January 31, 2002, by and between WEAVER FERTILIZER COMPANY, INC. ("Seller") and COMBUSTION PRODUCTS MANAGEMENT, INC. ("Purchaser").

Background:

A. Purchaser and Seller previously entered into a Purchase Agreement dated as of February 12, 2001 ("Purchase Agreement").

B. All capitalized terms not defined in this Agreement shall have the meaning set forth in the Purchase Agreement.

C. Seller and Purchaser have reached an agreement with respect to the modification of the Purchase Agreement as more particularly set forth below.

Agreement:

For and in consideration of the agreements more particularly set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Paragraph 5 of the Purchase Agreement is deleted in its entirety and the following is substituted in its place and stead:

5. Closing. The consummation of the sale and purchase of the Property (the "Closing") shall be held at the offices of Kaufman & Canoles, One Commercial Place, Norfolk, Virginia, on March 15, 2002, time being of the essence (the "Closing Date"); provided, unless waived by Purchaser, that (1) title shall be consistent with the condition in which such title existed as of the Title Examination Deadline, (2) all representations and warranties of Seller contained in the Agreement are true and correct in all material respects, unless waived under this Agreement, (3) all other conditions precedent to Purchaser's obligations under this Agreement have been satisfied in form and substance acceptable to Purchaser or waived pursuant to this Agreement, and (4) Seller has performed all its other obligations under this Agreement.

2. In exchange for Seller's Agreement to extend the Closing Date as provided above, Purchaser shall pay to Seller, contemporaneously with its execution of this Agreement, the amount of \$10,000 ("Second Extension Fee"), which amount shall be non-refundable (except for in the event of Seller's default, in which event the Second Extension Fee shall be paid to Purchaser) and shall not be credited to the Purchase Price nor considered part of the Deposit. The parties also agree that the Extension Fee of Fifteen Thousand and No/100 Dollars (\$15,000.00) previously paid shall not be considered part of the Deposit and shall not be applied

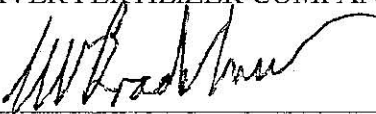
to the Purchase Price and shall not be refundable (except upon Seller's default, in which event the \$15,000 Extension Fee shall be paid to Purchaser).

3. Except as expressly modified by this Agreement, the Purchase Agreement shall remain in full force and effect according to its original terms.

Witness the following signatures and seals:

SELLER


WEAVER FERTILIZER COMPANY, INC.

By: 

C.W. Bradshaw, President & CEO

PURCHASER:

COMBUSTION PRODUCTS
MANAGEMENT, INC.

By: 

Robert DiBerardinis, National Director of
Golf Course Development