

EXHIBIT G to NOTICE OF INVITATION TO BID – RIGHT OF FIRST OFFER

RIGHT OF FIRST OFFER TO PURCHASE OPERABLE UNIT 4

This Right of First Offer (“ROFO”) is made and dated as of _____, 202_ (the “Effective Date”) by and between _____, a[n] [insert [State name] [corporation] [limited liability company] [other]] (“Bidder”), and Greenfield Environmental Multistate Trust LLC, a Delaware limited liability company, not individually but solely in its representative capacity as Trustee of the Multistate Environmental Response Trust (the “Multistate Trust”).

RECITALS:

WHEREAS, the Multistate Trust was established pursuant to a Consent Decree and Environmental Settlement Agreement entered in the U.S. Bankruptcy Court for the Southern District of New York in the matter of *In re: Tronox Incorporated, et al.*, Case No. 09-10156 (ALG), and a related Multistate Environmental Response Trust Agreement (collectively, the “Tronox Bankruptcy Agreements”), the sole beneficiaries of which with respect to the Site are the United States, (including the U.S. Environmental Protection Agency [“EPA”], the U.S. Fish & Wildlife Service on behalf of the U.S. Department of the Interior, and the U.S. Department of Commerce, acting through the National Oceanic and Atmospheric Administration), and the State of North Carolina (including the North Carolina Department of Environmental Quality [“NCDEQ”]) (collectively, the “Beneficiaries”);

WHEREAS, pursuant to the Tronox Bankruptcy Agreements, Tronox and its affiliated companies (collectively, “Tronox”) conveyed to the Multistate Trust by quitclaim deed Tronox’s right, title and interest in and to portions of the former Kerr-McGee Chemical Corp Superfund Site in Navassa, North Carolina (the “Site”) and certain property adjacent to the Site (the “Eastern Upland Area”);

WHEREAS, the Site was listed by the EPA on the National Priorities List (“NPL”) in 2010 and divided into five (5) Operable Units (individually, an “OU”; collectively, the “OUs”): OU1, OU2, OU3, OU4, and OU5;

WHEREAS, pursuant to a Notice of Invitation to Bid issued by the Multistate Trust (“Invitation to Bid”), Bidder concurrently submits a bid to purchase portions of the Site and adjacent property: (i) ±51 acres of the Eastern Upland Area; (ii) OU1 (±20 acres); and (iii) OU2 (±16 acres) [; and (iv) the ±4-acre portion of the Eastern Upland Area identified as the “Water Access Property”] (collectively, the “Sale Property”);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Multistate Trust shall not sell Operable Unit 4 (“OU4”) or any part or portion thereof to a third party without first offering to sell OU4 or any part or portion thereof to Bidder.

2. At such time as Multistate Trust desires to sell all or any part of OU4, Multistate Trust shall give written notice (“Notice”) to Bidder.

3. Within ninety (90) days of the Bidder’s receipt of the Multistate Trust’s Notice, Bidder shall have the right (“Right of First Offer”) to propose in writing to the Multistate Trust a price (“Bidder’s Price”) at which Bidder would purchase OU4.

4. If Multistate Trust does not accept the Bidder’s Price within a thirty day (30) period, or a longer period if agreed to in writing by Bidder and Multistate Trust, Multistate Trust may proceed to market and sell or transfer OU4 to another third party.

5. As valuable consideration for the holding the Right of First Offer to Purchase OU4, Bidder shall cause to be transferred (by federal funds wire transfer) to Multistate Trust \$1,000. Such transfer shall be made within five (5) days of execution of this Right of First Offer.

6. This Right of First Offer is not valid unless and until executed by both parties. Once executed, this Right of First Offer constitutes the entire undertaking between the parties hereto in relation to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings between the parties with respect to the subject matter hereof.

7. This Agreement may not be altered, amended or modified except in writing signed by the Multistate Trust and Buyer.

IN WITNESS WHEREOF, the parties have executed this Right of First Offer as of the date first set forth above.

BIDDER:

By: _____
Name: _____
Title: _____

MULTISTATE TRUST:

Greenfield Environmental Multistate Trust LLC, not individually
but solely in its representative capacity as Trustee of the
Multistate Environmental Response Trust
By: Greenfield Environmental Trust Group, Inc., Member

By: _____

Name: Cynthia Brooks

Title: President