

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

In re:	§	Chapter 11
SHERWIN ALUMINA COMPANY, LLC, <i>et al.</i> , ¹	§	Case No. 16-20012 (DRJ)
Debtors.	§	(Jointly Administered)

NOTICE TO CONTRACT PARTIES TO POTENTIALLY
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU
OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY
TO AN EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR
MORE OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.**

PLEASE TAKE NOTICE that on March 16, 2016, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered the *Order (A) Approving Bidding Procedures, (B) Approving Contract Assignment Procedures, (C) Approving Bid Protections, (D) Scheduling Bid Deadlines and an Auction, and (E) Approving the Form and Manner of Notice Thereof* [Docket No. 433] (the “Bidding Procedures Order”)² authorizing Sherwin Alumina Company, LLC and Sherwin Pipeline, Inc. (collectively, the “Debtors”) to conduct an auction (the “Auction”) to select the party to purchase the Debtors’ assets. The Auction will be governed by the bidding procedures approved pursuant to the Bidding Procedures Order (attached to the Bidding Procedures Order as Exhibit 2, the “Bidding Procedures”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the Successful Bid, the Debtors may assume and assign to the Successful Bidder certain of the Executory Contracts and Unexpired Leases listed on Exhibit A attached hereto to which you are a counterparty upon approval of the Sale. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under such Executory Contracts and Unexpired Leases is as set forth on Exhibit A attached hereto (the “Cure Amount”).

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal tax identification number, are: Sherwin Alumina Company, LLC (2376); and Sherwin Pipeline, Inc. (9047). The debtors’ service address is: 4633 Highway 361, Gregory, Texas 78359.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order or the Bidding Procedures, as applicable.



PLEASE TAKE FURTHER NOTICE that, if you disagree with the proposed Cure Amount, object to a proposed assignment to the Successful Bidder of any Executory Contract or Unexpired Lease, or object to the ability of the Successful Bidder to provide adequate assurance of future performance with respect to any Executory Contract or Unexpired Lease, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amount, state the correct cure amount alleged to be owed to the objecting Contract Party, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received no later than Friday, April 15, 2016, at 12:00 p.m., prevailing Central Time** (the **“Cure Objection Deadline”**) by the Court and the following parties: (a) counsel for the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn.: Gregory F. Pesce, Esq.; (b) counsel to the lender under the Debtors’ prepetition secured credit facility, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, New York 10178, Attn.: Steven J. Reisman, Esq.; (c) counsel to any statutory committee appointed in these cases; and (d) Office of The United States Trustee, Region 7, 606 North Carancahua Street, Suite 1107, Corpus Christi, Texas 78401, Attn.: Stephen Statham, Esq.

PLEASE TAKE FURTHER NOTICE that, if no objection to (a) the Cure Amount(s), (b) the proposed assignment and assumption of any Executory Contract or Unexpired Lease, or (c) adequate assurance of the Successful Bidder’s ability to perform is filed by the Cure Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Amount as determined by the Debtors is correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed assigned Executory Contract or Unexpired Lease, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment of a Executory Contract or Unexpired Lease or related Cure Amount in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Confirmation Hearing or Sale Hearing, as applicable, shall be heard at a later date as may be fixed by the Court.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Executory Contract or Unexpired Lease on the Cure Notice does not require or guarantee that such Executory Contract or Unexpired Lease will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved. Moreover, the Debtors explicitly reserve their rights, in their reasonable discretion, to seek to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Executory Contract or Unexpired Lease as either rejected or assumed on a post-closing basis.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Executory Contracts and Unexpired Leases or the validity, priority, or amount of any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease.

Dated: March 21, 2016

/s/ Joshua A. Sussberg

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

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- and -

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Counsel for the Debtors and Debtors in Possession

In re: Sherwin Alumina Company, LLC
Case No. 16-20012

Exhibit A

No.	Name And Address	Contract Description	Estimated Cure Amount
1	ADT INC 417 Sunbelt Dr., Suite A Corpus Christi, TX 78408	ADT Residential Services Contract by and between Sherwin Alumina Company, LLC and ADT INC, dated July 16, 2015	\$0.00
2	Alcoa P.O. Box 841429 Dallas, TX 75284	License Agreement by and between Reynolds Metals Company and Sherwin Alumina Company, LLC, dated March 28, 2013	\$0.00
3	Amigo Energy 5251 Westheimer Road #1000 Houston, TX 77056	Terms of Service by and between Sherwin Alumina Company, LLC and Fulcrum Energy LLC d/b/a Amigo Energy, dated June 17, 2014	\$6,978.88
4	Aransas Pass Chamber Commerce 130 W. Goodnight Aransas Pass, TX 78336	Contract for Delivery and Transportation of Reclaimed Water and Sewage Sludge by and among Reynolds Metals Company, Sherwin Alumina, L.P. d/b/a Sherwin Alumina Company and San Patricio Municipal Water District, dated June 1, 1998	\$300.00
5	Burson-Marsteller P.O. Box 101880 Atlanta, GA 30392	Engagement Letter by and between Sherwin Alumina Company, LLC and Burson-Marsteller, LLC, dated July 1, 2015	\$10,000.00
6	CCC Group INC P.O. Box 200350 San Antonio, TX 78220	Temporary Workforce Supply by and between Sherwin Alumina Company, LLC and CCC Group Inc., dated February 9, 2015	\$3,335,607.35
7	Clark Security P.O. Box 326 Portland, TX 78374	Independent Contractor Agreement Documentation Services by and between Sherwin Alumina Company, LLC and Clark Protective Services, dated July 9, 2015	\$0.00
8	Coastal Sweeping Services INC P.O. Box 7602 Corpus Christi, TX 78467	Master Agreement by and between Coastal Sweeping Services, Inc. and Sherwin Alumina Company, LLC, dated May 1, 2014	\$9,750.00
9	Core LLC 10059 North Reiger Road Baton Rouge, LA 70809	Contract T&C by and between Sherwin Alumina Company, LLC and Core LLC, dated July 29, 2014	\$47,578.75
10	Cytec Industries Inc P.O. Box 60062 Charlotte, NC 28260	Contract by and between Sherwin Alumina Company, LLC and Cytec Industries Inc., dated October 1, 2011	\$195,992.08
11	Dahill Office Technology Corporation P.O. Box 314 San Antonio, TX 78292	Maintenance Agreement by and between Sherwin Alumina Company, LLC and Dahill Office Technology Corporation, dated September 18, 2014	\$0.00
12	De Lage Landen Financial Services, Inc. 1111 Old Eagle School Road Wayne, PA 19087	Equipment Lease by and between Sherwin Alumina Company, LLC and De Lage Landen Financial Services, Inc. dated January 28, 2011	\$1,056.36
13	Dell Financial Services Payment Processing Center P.O. Box 6549 Carol Stream, IL 60197	Master Lease Agreement No. 3875516 by and between Sherwin Alumina Company, LLC and Dell Financial Services, dated April 11, 2014	\$7,418.99
14	E-Crane Int. USA 1332 Freese Works Place Galion, OH 44833	E-Crane Supply Agreement by and between Sherwin Alumina Company, LLC and E-Crane Int. USA, dated November 11, 2009	\$98,795.86
15	EMR Holdings, LLP & New Century Financial P.O. Box 27246 Houston, TX 77227	Master Agreement by and between Sherwin Alumina Company, LLC and Electric Motor Rewind, dated March 14, 2014	\$254,392.13
16	First American Equipment Finance File 1465 1801 W Olympic Blvd Pasadena, CA 91199	Master Lease No.: 2014162 by and between Sherwin Alumina Company, LLC and First American Equipment Finance, dated August 21, 2014	\$0.00
17	G&K Services 2427 Rand Morgan Rd Corpus Christi, TX 78410	Services and Merchandise Contracts by and between Sherwin Alumina Company, LLC and G&K Services dated January 16, 2013 and September 29, 2011 (Service Agreement Numbers C226965 and C226882)	\$4,223.70
18	Gasboy International, LLC 7300 W. Friendly Avenue P.O. Box 22087 Greensboro, NC 27420	Gasboy™ Service Agreement by and between Sherwin Alumina Company, LLC and Gilbarco Inc. d/b/a Gasboy™, dated April 23, 2015	\$0.00
19	GATX Rail Locomotive Group, LLC 222 West Adams St Suite 500 Chicago, IL 60606	Locomotive Lease Agreement by and between Sherwin Alumina Company, LLC and GATX Rail Locomotive Group, LLC, dated November 12, 2013	\$26,581.99
20	Glencore Ltd. c/o Curtis, Mallet-Prevost, Colt & Mosle LLP Shaya Rochester, Esq. 101 Park Avenue New York, NY 10178-0061	Bauxite and Alumina Supply Agreement by Glencore AG between Sherwin Alumina Company, LLC and Glencore AG dated January 1, 2014 as amended by Amendment No. 1 to Bauxite and Alumina Supply Agreement, dated July 1, 2014, as amended by Amendment No. 2 to Bauxite and Alumina Supply Agreement dated January 1, 2015, as amended by Amendment No. 3 to Bauxite and Alumina Supply Agreement dated December 1, 2015	\$5,764,903.83

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No.	Name And Address	Contract Description	Estimated Cure Amount
21	Glencore Ltd. c/o Curtis, Mallet-Prevost, Colt & Mosle LLP Shaya Rochester, Esq. 101 Park Avenue New York, NY 10178-0061	Bauxite Bailment Agreement by and between Sherwin Alumina Company, LLC and Glencore AG, dated July 1, 2009	\$100,099.99
22	Glencore Ltd. c/o Curtis, Mallet-Prevost, Colt & Mosle LLP Shaya Rochester, Esq. 101 Park Avenue New York, NY 10178-0061	Alumina Bailment Agreement by and between Sherwin Alumina Company, LLC and Glencore AG, dated July 1, 2009	\$7,365.60
23	Gregory Power Partners, L.P. TX-361 Gregory, TX 78359	Energy Services Agreement, Second Amendment and Restatement by and between Sherwin Alumina Company, LLC and Gregory Power Partners, L.P., dated June 30, 1998, as amended by The Energy Services Third Amendment and Consent, dated April 27, 2000, as amended by The Energy Services Fourth Amendment and Consent, dated October 19, 2000, as amended by The Energy Services Fifth Amendment and Consent, dated July 1, 2001, as amended by The Energy Services Sixth Amendment and Consent, dated August 1, 2002, as amended by The Energy Services Seventh Amendment and Consent, dated January 1, 2004, as amended by The Energy Services Eighth Amendment and Consent, dated January 7, 2005, as amended by The Energy Services Ninth Amendment and Consent, dated August 7, 2013	\$0.00
24	H & V Equipment Service Inc 4402 Highway 77 Corpus Christi, TX 78410	3 Year H & V Mobile Equipment Lease by and between Sherwin Alumina Company, LLC and H & V Equipment Service Inc., dated June 30, 2014	\$106,665.28
25	Holt Company of Texas P.O. Box 911975 Attn: Tracie Cipriano Dallas, TX 75391	Hold Harmless and Indemnity Agreement by and between Sherwin Alumina Company, LLC and Holt Texas, Ltd., dated April 24, 2014	\$210,030.25
26	Host Terminals, Inc. P.O. Box 3729 Norfolk, VA 23514	Business Continuation Agreement by and between Sherwin Alumina Company, LLC and Host Terminals, Inc., dated September 3, 2015	\$848,721.76
27	IHS Global Inc P.O. Box 847193 Dallas, TX 75284	Subscription Order Form by and between Sherwin Alumina Company, LLC and IHS Global Inc., dated December 9, 2014	\$0.00
28	Industrial Scientific 1 Life Way Pittsburgh, PA 15205	iNet Usage Agreement by and between Sherwin Alumina Company, LLC and Industrial Scientific Corporation, dated January 10, 2011	\$4,568.68
29	Infinity Transportation III, LLC 1355 Peachtree St, NE Suite 750, South Tower Atlanta, GA 30309	Master Lease Agreement by and between Sherwin Alumina Company, LLC and Infinity Transportation III, LLC, dated February 24, 2014	\$0.00
30	McWhorter Electric P.O. Box 808 Portland, TX 78374	Temporary Workforce Supply by and between McWhorter Electric Inc. and Sherwin Alumina Company, LLC, dated March 12, 2015	\$536,325.22
31	Midstate Environmental Services LLP P.O. Box 310382 Des Moines, IA 50331	Service Agreement by and between Sherwin Alumina Company, LLC and Midstate Environmental Services LLP, dated June 19, 2014	\$0.00
32	MMR Constructors Inc P.O. Box 62382 New Orleans, LA 70162	Temporary Workforce Supply by and between MMR Technical Services, Inc. and Sherwin Alumina Company, LLC, dated February 9, 2015	\$168,674.39
33	Nalco Chemical Co REF: 97160510 P.O. Box 70716 Chicago, IL 60673	Chemical Program Agreement by and between Sherwin Alumina Company, LLC and Nalco Company, dated January 1, 2010	\$387,231.56
34	Nashtec L.P. 4633 HWY 361 Gregory, TX 78359	Raw Material Supply and Waste Management by and between Sherwin Alumina, L.P. and Nashtec L.P., dated March 31, 2005	\$212,249.44
35	Noranda Bauxite Limited Port Rhoads, Discovery Bay St. Ann Jamica	Bauxite Sales Agreements by and between Sherwin Alumina Company, LLC and Noranda Bauxite Limited, dated December 29, 2012	\$0.00
36	Northshore Apartment 301 Northshore Blvd Portland, TX 78374	Apartment Lease Contracts - Apartments 410 and 613 by and between Sherwin Alumina Company, LLC and The Pavilions at Northshore, dated December 20, 2012	\$0.00
37	Occidental Chemical Corp 1100 Lenway St Dallas, TX 75215	Caustic Agreement No. 1529010 by and between Sherwin Alumina Company, LLC and Occidental Chemical Corporation, dated December 3, 2015	\$0.00

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38	Palacios Marine & Industrial Coatings Inc Coatings Inc. P.O. Box 875 Palacios, TX 77465	Composite Scaffold Contract by and between Sherwin Alumina Company, LLC and Palacios Marine & Industrial Coatings Inc., dated January 24, 2013	\$1,100,719.24
39	Point Comfort & Northern Railroad 27604 Network Place Chicago, IL 60673	Confidential Agreement by and between Sherwin Alumina Company, LLC and Viper Rail Car Storage, dated August 28, 2015	\$9,952.00
40	pre-employ.com P.O. Box 491570 Redding, CA 96049	Master Services End-User Agreement by and between Sherwin Alumina Company, LLC and Pre-Employ.Com, Inc., dated May 26, 2015	\$0.00
41	Sageview Advisory Group LLC 1920 Main Street Suite 800 Irvine, CA 92614	Retirement Plan Investment Advisory Services Agreement by and between Sherwin Alumina Company, LLC and Sageview Advisory Group LLC, dated January 1, 2014	\$0.00
42	San Patricio Municipal Water District 4213 TX-361 Portland, TX 78374	Second Amendment to the Raw and Potable Water Contract, dated January 1, 2003	\$198,253.15
43	Securitas Critical Infrastructure Service Lock Box 57272 Los Angeles, CA 90074	Master Agreement by and between Securitas Critical Infrastructure, Inc. and Sherwin Alumina Company, LLC, dated July 1, 2014	\$442,685.31 total pre-petition is owed to Securitas Critical Infrastructure Service related to all three contracts
44	Securitas Critical Infrastructure Service Lock Box 57272 Los Angeles, CA 90074	Master Agreement by and between Securitas Critical Infrastructure, Inc. and Sherwin Alumina Company, LLC, dated October 16, 2015	
45	Securitas Critical Infrastructure Service Lock Box 57272 Los Angeles, CA 90074	Master Agreement by and between Securitas Critical Infrastructure, Inc. and Sherwin Alumina Company, LLC, dated May 15, 2015	
46	Sherwin Federal Credit Union Drawer 1294 Portland, TX 78374	Sherwin Federal Credit Union Building Lease by and between Sherwin Federal Credit Union and Sherwin Alumina Company, LLC, dated September 15, 2015	\$0.00
47	Southcross Energy 1700 Pacific Avenue Suite 2900 Dallas, TX 75201	Base Contract by and between Sherwin Alumina Company, LLC and Southcross Marketing Company, Ltd., dated January 1, 2010	\$0.00
48	Strom Engineering Corporation 10505 Wayzata Boulevard #300 Minnetonka, MN 55305	Service Agreement by and between Sherwin Alumina Company, LLC and Strom Engineering Corporation, dated December 23, 2013	\$0.00
49	Suderman and Young 2777 Allen Parkway Suite 900 Houston, TX 77019	Tug Boat and Towage Agreement by and between Suderman and Young and Sherwin Alumina Company, LLC, dated April 30, 2014	\$0.00
50	Summitt Funding Group 4680 Parkway Drive Suite 300 Mason, OH 45040	Master Lease Agreement by and between Sherwin Alumina Company, LLC and Summitt Funding Group, dated September 11, 2014	\$31,438.35
51	TDC LLC 1916 Farmerville Hwy Ruston, LA 71270	Sale of Sodium Hydrosulfide ("NaHS") by and between Sherwin Alumina Company, LLC and TDC LLC, dated May 1, 2015	\$197,368.72
52	Team Industrial Services 1599 N Lexington Blvd Corpus Christi, TX 78409	Master Agreement by and between Sherwin Alumina Company, LLC and Team Industrial Services dated 12/1/2015	\$0.00
53	Tetra Financial Group LLC 6995 Union Park Center Suite 400 Cottonwood Heights, UT 84047	Master Lease Agreement No. TFG/SA 020414 by and between Sherwin Alumina Company, LLC and Tetra Financial Group, dated June 15, 2015	\$0.00
54	Tetra Financial Group LLC 6995 Union Park Center Suite 400 Cottonwood Heights, UT 84047	Lease Schedule No. 003 by and between Sherwin Alumina Company, LLC and TFG-Texas, L.P., dated June 15, 2015	\$0.00
55	Tetra Financial Group LLC 6995 Union Park Center Suite 400 Cottonwood Heights, UT 84047	Lease Schedule pursuant to Master Lease Agreement No. TFG/SA 020414 by and between Sherwin Alumina Company, LLC and TFG-Texas, L.P., dated September 8, 2014	\$0.00
56	Tetra Financial Group LLC 6995 Union Park Center Suite 400 Cottonwood Heights, UT 84047	Lease Schedule No. 003 (Water Truck) by and between Sherwin Alumina Company, LLC and TFG-Texas, L.P., dated June 16, 2015	\$0.00

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No.	Name And Address	Contract Description	Estimated Cure Amount
57	Time Warner Cable P.O. Box 60074 City Of Industry, CA 91716	Time Warner Cable Business Class by and between Sherwin Alumina Company, LLC and Time Warner Cable Enterprises LLC, dated June 9, 2014	\$1,065.73
58	Ultrabulk Smakkedalen 6 Gentofte Denmark	Bauxite Contract of Affreightment by and between Sherwin Alumina Company, LLC and Ultrabulk, dated March 21, 2013	\$0.00