UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

Trecora Resources
(Name of Subject Company (Issuer))

Balmoral Swan MergerSub, Inc.
(Name of Filing Person (Offeror))
a direct wholly owned subsidiary of

Balmoral Swan Parent, Inc.
(Name of Filing Person (Offeror))

Balmoral Funds LLC
(Name of Filing Person (Offeror))
(Names of Filing Persons (identifying status as offeror, issuer or other person))

Common Stock, par value $0.10 per share
(Title of Class of Securities)

894648104
(CUSIP Number of Class of Securities)

Balmoral Swan MergerSub, Inc.
c/o Balmoral Funds LLC
11150 Santa Monica Blvd., Suite 825
Attention: David Shainberg
Telephone: (310) 473-3065
(Name, address, and telephone numbers of person authorized to receive notices and communications on behalf of filing persons)

With copies to:
Kipp B. Cohen
Alan Lieblich
James Barnes
Blank Rome LLP
One Logan Square
Philadelphia, Pennsylvania 19103
(212) 569-5500

☐ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: N/A	Filing Party: N/A
Form or Registration No.: N/A	Date Filed: N/A

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.
☐ issuer tender offer subject to Rule 13e-4.
☐ going-private transaction subject to Rule 13e-3.
☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

This Tender Offer Statement on Schedule TO (together with any amendments and supplements hereto, this "**Schedule TO**") is being filed by Balmoral Swan MergerSub, Inc., a Delaware corporation (the "**Offeror**") and Balmoral Swan Parent, Inc., a Delaware corporation ("**Parent**"), and Balmoral Funds LLC., a Delaware limited company ("**Balmoral**"). The Offeror is a wholly-owned subsidiary of Parent. Parent is controlled by certain funds managed by Balmoral. This Schedule TO relates to the offer by the Offeror to purchase any and all of the issued and outstanding shares of common stock, par value $0.10 per share ("**Shares**") of Trecora Resources, a Delaware corporation (the "**Company**" or "**Trecora**") at a purchase price of $9.81 per Share, net to the holders thereof, in cash, without interest thereon and less any applicable tax withholding (the "**Offer Price**"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated May 25, 2022 (the "**Offer to Purchase**"), and in the related Letter of Transmittal (the "**Letter of Transmittal**" which, together with the Offer to Purchase, as each may be amended or supplemented from time to time in accordance with the Merger Agreement described below, collectively constitute the "**Offer**"), copies of which are annexed to and filed with this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively. All the information set forth in the Offer to Purchase is incorporated herein by reference in response to Items 1 through 9 and Item 11 in this Schedule TO and is supplemented by the information specifically provided in this Schedule TO. The Agreement and Plan of Merger, dated as of May 11, 2022, by and among the Company, Parent and the Offeror, a copy of which is attached as Exhibit (d)(1) hereto, is incorporated herein by reference with respect to Items 4 through 11 of this Schedule TO. Unless otherwise indicated, references to sections in this Schedule TO are references to sections of the Offer to Purchase.

Item 1. ***Summary Term Sheet.***

The information set forth in the section entitled "Summary Term Sheet" of the Offer to Purchase is incorporated herein by reference.

Item 2. ***Subject Company Information.***

(a) The name of the subject company and the issuer of the securities to which this Schedule TO relates is Trecora Resources. Its principal executive offices are located at 1650 Hwy 6 South, Suite 190, Sugar Land, Texas 77478. The telephone number of the Company's principal executive office is (281) 980-5522.

(b) This Schedule TO relates to the Offeror's offer to purchase any and all outstanding Shares. According to the Company, as of the close of business on May 11, 2022 there were 23,756,322 Shares issued and outstanding, (including for this purpose vested restricted stock units, vested performance stock units and shares underlying in-the-money stock options).

(c) The information set forth in Section 6—"Price Range of Shares; Dividends" of the Offer to Purchase is incorporated herein by reference.

Item 3. ***Identity and Background of Filing Person.***

(a) – (c) This Schedule TO is filed by the Offeror, Parent and Balmoral. The information set forth in the section entitled "Summary Term Sheet" and Section 9—"Certain Information Concerning the Offeror, Parent and Balmoral" of, and Schedule A to, the Offer to Purchase is incorporated herein by reference.

Item 4. ***Terms of the Transaction.***

(a) The information set forth in the Offer to Purchase under the following captions is incorporated herein by reference:

Summary Term Sheet
Introduction
Section 1—"Terms of the Offer"
Section 2—"Acceptance for Payment and Payment for Shares"
Section 3—"Procedures for Tendering Shares"
Section 4—"Withdrawal Rights"
Section 5—"Material U.S. Federal Income Tax Consequences"
Section 7—"Certain Effects of the Offer"
Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents"
Section 13—"Conditions of the Offer"

Item 5. ***Past Contacts, Transactions, Negotiations and Agreements.***

(a) The information set forth in Section 9—"Certain Information Concerning the Offeror and Parent," Section 10—"Background of the Offer; Contacts with the Company" and Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" of, and Schedule A to, the Offer to Purchase is incorporated herein by reference.

(b) The information set forth in the Section 10—"Background of the Offer; Contacts with the Company" and Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" of the Offer to Purchase is incorporated herein by reference.

Item 6. ***Purposes of the Transaction and Plans or Proposals.***

(a) The information set forth in the sections entitled "Summary Term Sheet" and "Introduction" and Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" of the Offer to Purchase is incorporated herein by reference.

(c)(1) – (7) The information set forth in the sections entitled "Summary Term Sheet" and "Introduction" and Section 6—"Price Range of Shares; Dividends," Section 7— "Certain Effects of the Offer," Section 10—"Background of the Offer; Contacts with the Company," Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" and Section 14—"Dividends and Distributions" of the Offer to Purchase is incorporated herein by reference.

Item 7. ***Source and Amount of Funds or Other Consideration.***

(a), (d) The information set forth in the section entitled "Summary Term Sheet" and Section 12—"Source and Amount of Funds" of the Offer to Purchase is incorporated herein by reference.

(b) Not applicable.

Item 8. ***Interest in Securities of the Subject Company.***

(a), (b) The information set forth in Section 9 —"Certain Information Concerning the Offeror, Parent and Balmoral" of, and Schedule A to, the Offer to Purchase is incorporated herein by reference.

Item 9. ***Persons/Assets, Retained, Employed, Compensated or Used.***

(a) The information set forth in Section 10—"Background of the Offer; Contacts with the Company," Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" and Section 17—"Fees and Expenses" of the Offer to Purchase is incorporated herein by reference.

Item 10. ***Financial Statements.***

(a) Not applicable.

(b) Not applicable.

Item 11. ***Additional Information*****.**

(a) The information set forth in Section 7—"Certain Effects of the Offer", Section 10—"Background of the Offer; Contacts with the Company", Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" and Section 16—"Certain Legal Matters; Regulatory Approvals" of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in the Offer to Purchase and the Letter of Transmittal is incorporated herein by reference.

Item 12. ***Exhibits*****.**

(a)(1)(A)	Offer to Purchase, dated May 25, 2022.
(a)(1)(B)	Form of Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number onSubstitute Form W-9).
(a)(1)(C)	Form of Notice of Guaranteed Delivery.
(a)(1)(D)	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.

(a)(1)(E)	Form of Letter to Clients for Use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees.
(a)(1)(F)	Form of Letter to Participants in the Texas Oil & Chemical Co. II, Inc. 401(k) Plan
(a)(1)(G)	Text of Summary Advertisement, as published in The New York Times on May 25, 2022.
(b)(1)	Revolving Credit Commitment Letter, dated as of May 11, 2022, by Bank of America, N.A. to Parent.
(b)(2)	Term Loan Debt Commitment Letter, dated as of May 11, 2022, by White Oak Global Advisors, LLC and SPP Credit Advisors, LLC to Parent.
(d)(1)	Agreement and Plan of Merger, dated as of May 11, 2022, by and among Trecora, Parent and the Offeror (incorporated by reference to Exhibit 2.1 to Trecora Resources' Form 8-K, filed on May 12, 2022).
(d)(2)	Amendment to Agreement and Plan of Merger, dated May 25, 2022, by and among Trecora, Parent, and the Offeror.
(d)(3)	Equity Commitment Letter, dated as of May 11, 2022, by Balmoral Special Situations Fund III, L.P. to Parent.
(d)(4)	Assignment and Assumption Agreement by and between Balmoral Special Situations Fund III, L.P. and Balmoral Special Situations Fund IV, L.P
(d)(5)	Limited Guarantee, dated as of May 11, 2022, delivered by Balmoral Special Situations Fund III, L.P. in favor of Trecora Resources.
(d)(6)	Confidentiality Agreement, dated as of December 16, 2021, between Trecora Resources and Balmoral Funds LLC.
(d)(7)	Tender and Support Agreement, dated as of May 11, 2022, among Parent, the Offeror and the stockholders listed therein (incorporated by reference to Exhibit 99.2 to Trecora Resources' Form 8-K, filed on May 12, 2022).
(g)	None.
(h)	None.
107	Filing Fee Exhibit

Item 13. ***Information Required by Schedule 13E-3.***

Not applicable.

SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

BALMORAL SWAN MERGERSUB, INC.

By: /s/ Jonathan A. Victor
Name: Jonathan A. Victor
Title: Authorized Person

BALMORAL SWAN PARENT, INC.

By: /s/ Jonathan A. Victor
Name: Jonathan A. Victor
Title: Authorized Person

BALMORAL FUNDS LLC

BY: Jonathan A. Victor, its sole member

By: /s/ Jonathan A. Victor
Name: Jonathan A. Victor
Title: Managing Partner

Dated: May 25, 2022

EXHIBIT INDEX

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(d)(5)	Limited Guarantee, dated as of May 11, 2022, delivered by Balmoral Special Situations Fund III, L.P. in favor of Trecora Resources.
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(d)(7)	Tender and Support Agreement, dated as of May 11, 2022, among Parent, the Offeror and the stockholders listed therein (incorporated by reference to Exhibit 99.2 to Trecora Resources' Form 8-K, filed on May 12, 2022).
(g)	None.
(h)	None.
107	Filing Fee Exhibit

Exhibit (a)(1)(A)

OFFER TO PURCHASE FOR CASH
Any and All Outstanding Shares of Common Stock
Of

TRECORA RESOURCES
at
$9.81 PER SHARE, NET IN CASH
By

BALMORAL SWAN MERGERSUB, INC.,
a wholly owned subsidiary of

BALMORAL SWAN PARENT, INC.

and
BALMORAL FUNDS LLC

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON JUNE 24, 2022 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 23, 2022), UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Balmoral Swan Merger Sub, Inc., a Delaware corporation (the "**Offeror**"), and a wholly owned subsidiary of Balmoral Swan Parent, Inc., a Delaware corporation ("**Parent**"), is offering to purchase any and all of the issued and outstanding shares (the "**Shares**") of common stock, par value $0.10 per share (the "**Common Stock**"), of Trecora Resources, a Delaware corporation ("**Trecora**" or the "**Company**"), at a purchase price of $9.81 per Share, net to the holders thereof, in cash, without interest thereon and less any applicable tax withholding (the "**Offer Price**"), upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, together with this Offer to Purchase, as each may be amended or supplemented from time to time in accordance with the Merger Agreement described below, collectively constitute the "**Offer**"). Parent and the Offeror are controlled by certain funds managed by Balmoral Funds LLC. ("**Balmoral**").

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of May 11, 2022, by and among the Company, Parent and the Offeror, as amended by the First Amendment to Agreement and Plan of Merger Dated May 24, 2022 (as it may be amended from time to time, the "**Merger Agreement**"), pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, the Offeror will merge with and into the Company, with the Company surviving as a wholly-owned subsidiary of Parent (the "**Merger**"). At the closing of the Merger (the "**Merger Closing**"), each outstanding share of Common Stock issued and outstanding immediately prior to the effective time of the Merger (the "**Effective Time**") (other than Shares owned directly by the Company (or any wholly owned subsidiary of the Company), Parent, the Offeror or any of their respective affiliates, in each case immediately before the Effective Time, and Shares owned by any stockholders who have properly demanded their appraisal rights in accordance with Section 262 of the General Corporation Law of the State of Delaware (the "**DGCL**")), will be cancelled and automatically converted into the right to receive cash in an amount equal to the Offer Price. From and after the Merger Closing, all such Shares will no longer be outstanding and will cease to exist. As a result of the Merger, the Shares will cease to be publicly traded, and the Company will become a wholly owned subsidiary of Parent. The Offer, the Merger and the other transactions contemplated by the Merger Agreement are collectively referred to in this Offer to Purchase as the "**Transactions**."

At a meeting held on May 11, 2022, after careful consideration, the Board of Directors of the Company (the "Company Board"), among other things, unanimously (a) determined that the Merger Agreement and the Transactions, including the Offer and Merger, are advisable, fair to and in the best interests of, the Company and its stockholders, and declared it advisable, for the Company to enter into the Merger Agreement, (b) approved and declared advisable the execution and delivery by the Company of the Merger Agreement, the performance by the Company of its covenants and agreements contained in the Merger Agreement, and the consummation of the Transactions, including the Offer and the Merger, upon the terms and subject to the conditions contained in the Merger Agreement, (c) resolved that the Merger Agreement and the Merger will be governed by Section 251(h) of the DGCL and (d) resolved, subject to the terms and conditions of the Merger Agreement, to recommend that the Company's stockholders accept the Offer and tender their Shares to the Offeror pursuant to the Offer.

There is no financing condition to the Offer. The Offer is subject to the satisfaction of the "Minimum Condition" and other conditions described in Section 13—"Conditions of the Offer." **If the number of Shares tendered in the Offer is insufficient to cause the Minimum Condition to be satisfied or if any of the other conditions of the Offer is not satisfied upon expiration of the Offer (taking into account any extensions thereof), then (i) neither the Offer nor the Merger will be consummated and (ii)the Company stockholders will not receive the Offer Price pursuant to the Offer or any Merger Consideration (as defined below) pursuant to the Merger.** A summary of the principal terms of the Offer appears on pages 1 through 11 of this Offer to Purchase under the heading "Summary Term Sheet." This Offer to Purchase and the Letter of Transmittal each contain important information and you should read this Offer to Purchase and the other documents to which this Offer to Purchase refers carefully before deciding whether to tender your Shares.

Important

If you desire to tender all or any portion of your Shares to the Offeror pursuant to the Offer, you must (a) follow the procedures described in Section 3—"Procedures for Tendering Shares" or (b) if your Shares are held by a broker, dealer, commercial bank, trust company or other nominee, contact such nominee and request that they effect the transaction for you and tender your Shares.

If you desire to tender your Shares to the Offeror pursuant to the Offer and the certificates representing your Shares are not immediately available, or you cannot comply in a timely manner with the procedures for tendering your Shares by book-entry transfer, or cannot deliver all required documents to the Depositary and Paying Agent (as defined below) by the expiration of the Offer, you may tender your Shares to the Offeror pursuant to the Offer by following the procedures for guaranteed delivery described in Section 3—"Procedures for Tendering Shares" of this Offer to Purchase.

Beneficial owners of Shares holding their Shares through nominees should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Offer. Accordingly, beneficial owners holding Shares through a broker, dealer, commercial bank, trust company or other nominee and who wish to participate in the Offer should contact such nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer.

* * *

Questions and requests for assistance may be directed to Georgeson LLC, the "**Information Agent**" for the Offer, at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Additionally, copies of this Offer to Purchase, the related Letter of Transmittal and any other material related to the Offer may be obtained at the website maintained by the SEC at www.sec.gov. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may also be directed to the Information Agent. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.

The Information Agent for the Offer is:

Georgeson LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Shareholders, Banks and Brokers in North America may call toll free: 866-413-5899
All others call: 1-781-575-2137

* * *

IMPORTANT

If you desire to tender all or any portion of your Shares to Purchaser pursuant to the Offer, you must (a) follow the procedures described in Section 3 —"Procedures for Accepting the Offer and Tendering Shares" below or (b) if your Shares are held by a broker, dealer, commercial bank, trust company or other nominee, contact such nominee and request that they effect the transaction for you and tender your Shares.

If you desire to tender your Shares pursuant to the Offer and the certificates representing your Shares are not immediately available, you cannot comply in a timely manner with the procedures for tendering your Shares by book-entry transfer or you cannot deliver all required documents to the Depositary prior to the Expiration Time, you may tender your Shares to Purchaser pursuant to the Offer by following the procedures for guaranteed delivery described in Section 3—"Procedures for Accepting the Offer and Tendering Shares."

Beneficial owners of Shares holding their Shares through nominees should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Offer. Accordingly, beneficial owners holding Shares through a broker, dealer, commercial bank, trust company or other nominee and who wish to participate in the Offer should contact such nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer.

* * * *

Questions and requests for assistance regarding the Offer or any of the terms thereof may be directed to Georgeson LLC, acting as information agent for the Offer (the "Information Agent"), at the address and telephone number set forth for the Information Agent above and on the back cover of this Offer to Purchase, which will be furnished promptly at Purchaser's expense. Additionally, copies of this Offer to Purchase, the related Letter of Transmittal, the Notice of Guaranteed Delivery and any other material related to the Offer may be obtained at the website maintained by the SEC at www.sec.gov. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may also be directed to the Information Agent. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer. Brokers, dealers, commercial banks, trust companies or other nominees will, upon request, be reimbursed by Purchaser for customary mailing and handling expenses incurred by them in forwarding the Offer materials to their customers.

This Offer to Purchase and the Letter of Transmittal contain important information, and you should read both carefully and in their entirety before making a decision with respect to the Offer.

This transaction has not been approved or disapproved by the U.S. Securities and Exchange Commission (the "SEC") or any state securities commission nor has the SEC or any state securities commission passed upon the fairness or merits of this transaction or upon the accuracy or adequacy of the information contained in this Offer to Purchase or the Letter of Transmittal. Any representation to the contrary is a criminal offense.

No person has been authorized to give any information or to make any representation on behalf of Parent or the Offeror not contained herein or in the Letter of Transmittal, and, if given or made, such information or representation must not be relied upon as having been authorized. No broker, dealer, bank, trust company, fiduciary or other person shall be deemed to be the agent of Parent, the Offeror, the Depositary and Paying Agent or the Information Agent for the purpose of the Offer.

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Summary Term Sheet

*The information contained in this summary term sheet is a summary only and is not meant to be a substitute for the more detailed description and information contained in this Offer to Purchase or the Letter of Transmittal. We have included cross-references in this summary term sheet to other sections of this Offer to Purchase where you will find more complete descriptions of the topics mentioned below. The information concerning the Company (as defined below) contained herein and elsewhere in this Offer to Purchase has been provided to Parent (as defined below) and the Offeror (as defined below) by the Company or has been taken from, or is based upon, publicly available documents or records of the Company on file with the U.S. Securities and Exchange Commission (the "**SEC**") or other public sources at the time of the Offer (as defined in the "Introduction" to this Offer to Purchase). Although Parent and the Offeror have no knowledge that would indicate that any such statements contained herein relating to the Company provided to Parent and the Offeror or taken from, or based upon, such documents and records filed with the SEC are inaccurate, Parent and the Offeror have not independently verified the accuracy and completeness of such information. The following are some questions you, as a stockholder of the Company, may have and answers to those questions.* ***You should carefully read this entire Offer to Purchase and the other documents to which this Offer to Purchase refers to understand fully the Offer, the Merger Agreement (as defined below) and the other Transactions (as defined below) because the information in this summary term sheet is not complete.*** *References to "we," "us," or "our," unless the context otherwise requires, are references to the Offeror.*

Securities Sought	All issued and outstanding shares (the "**Shares**") of common stock, par value $0.10 per share (the "**Common Stock**"), of Trecora Resources, a Delaware corporation (the "**Company**").
Price Offered Per Share	$9.81 per share, net to the holders thereof, in cash, without interest thereon and less any applicable withholding taxes (the "**Offer Price**").
Scheduled Expiration Time	12:00 Midnight, New York City time, on June 24, 2022 (one minute after 11:59 P.M., New York City time, on June 23, 2022), unless the offer is extended or earlier terminated (the "**Expiration Time**").
Offeror	Balmoral Swan MergerSub, Inc., a Delaware corporation (the "**Offeror**") and a wholly owned subsidiary of Balmoral Swan Parent, Inc., a Delaware corporation ("**Parent**"). Parent is controlled by certain funds managed by Balmoral Funds LLC. ("**Balmoral**").
Trecora Resources' Board of Directors Recommendation	The Board of Directors of the Company (the "**Company Board**") has unanimously (a) determined that the Merger Agreement and the Transactions (as defined below), including the Offer and Merger (as defined below), are advisable, fair to and in the best interests of, the Company and its stockholders, and declared it advisable, for the Company to enter into the Merger Agreement, (b) approved and declared advisable the execution and delivery by the Company of the Merger Agreement, the performance by the Company of its covenants and agreements contained in the Merger Agreement, and the consummation of the Transactions, including the Offer and the Merger, upon the terms and subject to the conditions contained in the Merger Agreement, (c) resolved that the Merger Agreement and the Merger will be governed by Section 251(h) of the DGCL and (d) resolved, subject to the terms and conditions of the Merger Agreement, to recommend that the Company's stockholders accept the Offer and tender their Shares to the Offeror pursuant to the Offer.

Who is offering to buy my securities?

The Offeror is offering to purchase for cash all of the outstanding Shares. The Offeror is a Delaware corporation that was formed for the sole purpose of making the Offer and effecting the transaction in which Offeror will be merged with and into the Company, with the Company surviving as a wholly owned subsidiary of Parent (the "**Merger**") pursuant to that certain Agreement and Plan of Merger, dated as of May 11, 2022, by and among the Company, Parent and the Offeror (as it may be amended from time to time, the "**Merger Agreement**"). The Offeror is a wholly owned subsidiary of Parent. See the "Introduction" to this Offer to Purchase and Section 9—"Certain Information Concerning Offeror and Parent." The Offer, the Merger and the other transactions contemplated by the Merger Agreement are collectively referred to as the "**Transactions**."

What securities are you offering to purchase?

We are offering to purchase all of the outstanding Shares on the terms and subject to the conditions set forth in this Offer to Purchase and the Letter of Transmittal. See "Introduction" and Section 1—"Terms of the Offer."

How much are you offering to pay for my securities, and what is the form of payment?

We are offering to pay $9.81 per Share, net to you in cash, without interest thereon, less any applicable tax withholding. If you are the record holder of your Shares (*i.e.*, a stock certificate has been issued to you and registered in your name or your Shares are registered in "book-entry" form in your name with the Company's transfer agent) and you directly tender your Shares to Computershare Trust Company N.A. (the "**Depositary and Paying Agent**") in the Offer, you will not have to pay brokerage fees or commissions. If you own your Shares through a broker, dealer, commercial bank, trust company or other nominee, and your broker, dealer, commercial bank, trust company or other nominee tenders your Shares on your behalf, your broker, dealer, commercial bank, trust company or other nominee may charge you a fee for doing so. You should consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any charges will apply. See "Introduction."

Will you have the financial resources to make payment?

Yes. The consummation of the Offer is not subject to any financing condition. The total amount of funds required by the Offeror and Parent to consummate the Offer and to provide funding for the Merger is approximately $233.1 million, plus related fees and expenses. The Offeror and Parent expect to fund such cash requirements from the proceeds from: (i)an equity investment contemplated pursuant to an equity commitment letter, dated May 11, 2022, that Parent has entered into in connection with the execution of the Merger Agreement (the "**Equity Commitment Letter**") which provides for up to $123.0 million in equity financing ("**Equity Financing**") and (ii) debt commitment letters, dated May 11, 2022 (the "**Debt Commitment Letters**") which provide for $165.75 million in aggregate debt financing ("Debt Financing"). The Equity Financing contemplated by the Equity Commitment Letter and the Debt Financing contemplated by the Debt Commitment Letters are subject to the satisfaction of various customary conditions. See Section 12—"Sources and Amount of Funds" of this Offer to Purchase.

Is your financial condition material to my decision to tender in the Offer?

We do not believe our financial condition is material to your decision whether to tender your Shares and accept the Offer because (a) we were organized solely in connection with the Offer and the Merger and, prior to the Expiration Time, will not carry on any activities other than in connection with the Offer and the Merger, (b) the Offer is being made for any and all of the issued and outstanding Shares of the Company solely for cash, (c) the Offer is not subject to any financing condition, (d) the Offer is being made for any and all of the outstanding Shares of the Company, (e) if we consummate the Offer, subject to the satisfaction or waiver of certain conditions, we have agreed to acquire all remaining Shares (other than Shares owned by the Company or its affiliates, Shares owned by any direct or indirect wholly owned subsidiary of the Company or affiliates of such subsidiary or Shares owned by Parent, the Offeror or their affiliates, in each case immediately before the

effective time of the Merger (the "**Effective Time**") (collectively, the "**Cancelled Shares**"), and Shares owned by any stockholders who have properly demanded their appraisal rights in accordance with Section 262 of the General Corporation Law of the State of Delaware (the "**DGCL**")) for cash at the same price per share as the Offer Price in the Merger and (f) we have all of the financial resources, including committed equity financing and debt financing, sufficient to finance the Offer and the Merger. See Section 12—"Sources and Amount of Funds."

What are the most significant conditions to the Offer?

The Offer is conditioned upon, among other things:

- the number of Shares validly tendered (and not withdrawn in accordance with the terms of the Offer) and "received" by the "depository" for the Offer (as such terms are defined in Section 251(h) of the DGCL) immediately prior to the Expiration Time (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received", as defined by Section 251(h) of the DGCL), together with any Shares then owned by the Offeror, Parent and any of their respective affiliates, representing at least a majority of all then outstanding Shares as of the Expiration Time (the "**Minimum Condition**");
- the absence of any law or order (including any injunction or other judgment) enacted, issued or promulgated by any governmental authority of competent and applicable jurisdiction that is in effect as of immediately prior to the Expiration Time and has the effect of making the Offer, the acquisition of the Shares by Parent or the Offeror, or the Merger illegal or which has the effect of prohibiting or otherwise preventing the consummation of the Offer, the acquisition of Shares by Parent or the Offeror, or the Merger;
- the accuracy of the Company's representations and warranties contained in the Merger Agreement (subject, in certain cases, to*de minimis*, materiality and Company Material Adverse Effect (as defined in the Merger Agreement and described in Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents") qualifiers) (the "**Representations Condition**");
- the Company's performance or compliance with its agreements, obligations and covenants as required under the Merger Agreement in all material respects and such failure to comply or perform shall not have been cured by the Expiration Time (the "**Covenants Condition**");
- the absence, since the date of the Merger Agreement, of any state of facts, change, condition, occurrence, effect, event, circumstance or development that has had or would reasonably be expected to have a Company Material Adverse Effect (the "**MAE Condition**");
- Parent's receipt of a certificate signed on behalf of the Company by its chief executive officer, certifying that the Representation Condition, the Covenants Condition and the MAE Condition are satisfied as of immediately prior to the Effective Time; and
- the Merger Agreement has not been terminated pursuant to its terms (the "**Termination Condition**").

All of the conditions to the Offer must be satisfied or waived at or prior to the Expiration Time. See Section 13—"Conditions of the Offer."

Is there an agreement governing the Offer?

Yes. The Company, Parent and the Offeror have entered into the Merger Agreement. The Merger Agreement provides, among other things, for the terms of the Offer and the Offer Conditions (as defined in Section 1—"Terms of the Offer"), and, following the consummation of the Offer, the Merger. See Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents."

What does the Company Board think about the Offer?

At a meeting held on May 11, 2022, after careful consideration, the Board of Directors of the Company (the "**Company Board**"), among other things, has unanimously (a) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are advisable, fair to and in the best interests of, the Company and its stockholders, and declared it advisable, for the Company to enter into the Merger Agreement, (b) approved and declared advisable the execution and delivery by the Company of the Merger Agreement, the performance by the Company of its covenants and agreements contained therein, and the consummation of the Offer and the Merger and the other transaction contemplated by the Merger Agreement upon the terms and subject to the conditions contained therein, (c) resolved that the Merger Agreement and the Merger will be governed by Section 251(h) of the DGCL and (d) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the Company Stockholders accept the Offer and tender their Shares to the Offeror pursuant to the Offer (such recommendation, the "**Board Recommendation**").

See "Introduction" and Section 10—"Background of the Offer; Contacts with the Company", Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" and the Company's Solicitation/Recommendation Statement on Schedule 14D-9 (the "**Schedule 14D-9**") filed with the SEC in connection with the Offer, a copy of which (without certain exhibits) is being furnished to the Company's stockholders concurrently herewith.

Has the Company Board received a fairness opinion in connection with the Offer and the Merger?

Guggenheim Securities, LLC ("**Guggenheim**"), the financial advisor to the Company Board, has rendered to the Company Board an oral opinion, on May 11, 2022, which was subsequently confirmed by a written opinion, dated May 11, 2022, to the effect that, as of May 11, 2022 and based on and subject to the matters considered, the procedures followed, the assumptions made and various limitations of and qualifications to the review undertaken, the Offer Price to be received by the holders of Shares (excluding any Cancelled Shares) pursuant to the Merger Agreement was fair, from a financial point of view, to such holders. The full text of Guggenheim's written opinion, which describes the various assumptions made, procedures followed, matters considered and qualifications and limitations upon the review undertaken by Guggenheim in preparing its opinion, will be included as an annex to the Schedule 14D-9. Stockholders are urged to read the full text of that opinion carefully and in its entirety.

How long do I have to decide whether to tender in the Offer?

If you desire to tender all or any portion of your Shares to the Offeror pursuant to the Offer, you must comply with the procedures described in this Offer to Purchase and the Letter of Transmittal, as applicable, by the Expiration Time. The term "**Expiration Time**" means 12:00 Midnight, New York City time, on June 24, 2022 (one minute after 11:59 P.M., New York City time, on June 23, 2022), unless the Offeror or Parent has extended the initial offering period of the Offer, pursuant to the terms of the Merger Agreement, in which event the term "**Expiration Time**" means the latest time and date at which the offering period of the Offer, as so extended by the Offeror or Parent, will expire.

If you desire to tender all or any portion of your Shares to the Offeror pursuant to the Offer and you cannot deliver everything that is required in order to make a valid tender by the Expiration Time, you may be able to use a guaranteed delivery procedure by which a broker, a bank or a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "**Eligible Institution**") may guarantee that the missing items will be received by the Depositary and Paying Agent within two New York Stock Exchange LLC ("**NYSE**") trading days. For the tender to be valid, however, the Depositary and Paying Agent must receive the missing items within such two-trading-day period. As used in this Offer to Purchase, "**trading day**" means any day on which NYSE is open for business. See Section 1—"Terms of the Offer" and Section 3—"Procedures for Tendering Shares."

Beneficial owners of Shares holding their Shares through nominees should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Offer. Accordingly, beneficial owners holding Shares through a broker, dealer, commercial bank, trust company or other nominee and who wish to participate in the Offer should contact their nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer.

Can the Offer be extended and under what circumstances?

Yes. We have agreed in the Merger Agreement that, subject to our rights to terminate the Merger Agreement in accordance with its terms:

- We will extend the Offer for any period required by any Law or Order, or any rule, regulation, interpretation or position of the SEC or its staff or the NYSE or as may be necessary to resolve any comments of the SEC or the staff or the NYSE, in each case, as applicable to the Offer (including for the avoidance of doubt the Schedule 14D-9 or the other Offer Documents);
- If, as of any then-scheduled Expiration Time, any of the conditions to the Offer set forth inAnnex A of the Merger Agreement are not satisfied or waived (if permitted hereunder), we may (and, if requested by the Company, shall, and Parent shall cause us to), extend the Offer for one or more successive extension periods of up to 10 Business Days each (with each such period to end at 11:59 p.m. (New York City time) on the last Business Day of such period) (or any other period as may be approved in advance by the Company) in order to permit the satisfaction of all of the conditions to the Offer; provided, however, that if the sole then-unsatisfied condition to the Offer is the Minimum Condition, we shall not be required (but in its sole discretion may elect) to extend the Offer for more than three occasions in consecutive periods of 10 Business Days each (each such period to end at 11:59 p.m. (New York City time) on the last Business Day of such period) (or such other period as may be approved in advance by the parties); and
- If, at the then-scheduled Expiration Time, the Company brings or shall have brought any action in accordance withSection 9.16 of the Merger Agreement to enforce specifically the performance of the terms and provisions of this Agreement by Parent or Offeror, the Expiration Time shall be extended, subject to Section 1.1(d)(v) of the Merger Agreement, (x) for the period during which such action is pending or (y) by such other time period established by the court presiding over such action, as the case may be.

How will I be notified if the Offer is extended?

If we extend the Offer, we will inform the Depositary and Paying Agent for the Offer, of that fact and will make a public announcement of the extension no later than 9:00 A.M., New York City time, on the business day after the day on which the Offer was scheduled to expire.

Have any stockholders already agreed to tender their Shares in the Offer?

Yes. In connection with the execution of the Merger Agreement, Parent and the Offeror have entered into a tender and support agreement with the Company's current directors and executive officers (collectively, the "**Supporting Stockholders**"), who collectively held Shares representing approximately 4.5% of the voting power represented by the issued and outstanding Shares as of May 11, 2022 (the "**Tender and Support Agreement**"). The Tender and Support Agreement provides, among other things, that the Supporting Stockholders will validly and irrevocably tender all of their Shares held by such Supporting Stockholder over which such Supporting Stockholder holds sole voting and dispositive power in the Offer. Each of Support Stockholders has the right to terminate the Tender and Support Agreement under certain circumstances. See Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" for more information.

How do I tender my Shares?

If you wish to accept the Offer and:

- you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee, you should contact your broker, dealer, commercial bank, trust company or other nominee and give instructions that your Shares be tendered in accordance with the procedures described in this Offer to Purchase and the Letter of Transmittal;
- you are a record holder (*i.e.*, a stock certificate has been issued to you and registered in your name or your Shares are registered in "book entry" form in your name with the Company's transfer agent), you must deliver the stock certificate(s) representing your Shares (or follow the procedures described in this Offer to Purchase for book-entry transfer), together with a properly completed and duly executed Letter of Transmittal (or, with respect to Eligible Institutions, a manually executed facsimile thereof) or an Agent's Message (as defined in Section 3—"Procedures for Tendering Shares") in connection with a book-entry delivery of Shares, and any other documents required by the Letter of Transmittal, to the Depositary and Paying Agent. These materials must reach the Depositary and Paying Agent before the Offer expires; or
- you are a record holder, but your stock certificate is not available or you cannot deliver it to the Depositary and Paying Agent before the Offer expires, you may be able to obtain two additional NYSE trading days to tender your Shares using the enclosed Notice of Guaranteed Delivery.

See the Letter of Transmittal and Section 3—"Procedures for Tendering Shares" for more information.

May I withdraw Shares I previously tendered in the Offer? Until what time may I withdraw tendered Shares?

Yes. You may withdraw previously tendered Shares any time prior to the Expiration Time, and, if not previously accepted for payment, at any time after July 24, 2022, the date that is 60 days after the date of the commencement of the Offer, pursuant to SEC regulations, by following the procedures for withdrawing your Shares in a timely manner. To withdraw Shares, you must deliver a written notice of withdrawal, or a facsimile of one, with the required information to the Depositary and Paying Agent for the Offer, while you have the right to withdraw the Shares. If you tendered your Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct your broker, dealer, commercial bank, trust company or other nominee prior to the Expiration Time to arrange for the withdrawal of your Shares in a timely manner. See Section 4—"Withdrawal Rights."

If I decide not to tender, how will the Offer affect my Shares?

If you decide not to tender your Shares pursuant to the Offer and the Merger occurs as described herein, you will receive as a result of the Merger the right to receive the same amount of cash per Share as if you had tendered your Shares pursuant to the Offer, without interest and less any applicable tax withholding.

Subject to certain conditions, if we purchase Shares in the Offer, we are obligated under the Merger Agreement to cause the Merger to occur.

Because the Merger will be governed by Section 251(h) of the DGCL, assuming the requirements of Section 251(h) of the DGCL are met, no stockholder vote by the stockholders of the Company will be required in connection with the consummation of the Merger. We do not expect there to be significant time between the consummation of the Offer and the consummation of the Merger. See Section 7—"Certain Effects of the Offer."

Will there be a subsequent offering period?

No. Pursuant to Section 251(h) of the DGCL, we expect the Merger to occur as promptly as practicable following the consummation of the Offer without a subsequent offering period.

Are appraisal rights available in either the Offer or the Merger?

No appraisal rights will be available to you in connection with the Offer. However, if we accept Shares in the Offer and the Merger is completed, stockholders will be entitled to appraisal rights in connection with the Merger with respect to Shares not tendered in the Offer if such stockholders properly perfect their right to seek appraisal under the DGCL. See Section 16—"Appraisal Rights."

If the Offer is completed, will the Company continue as a public company?

No. Following the purchase of Shares tendered, we expect to promptly consummate the Merger in accordance with Section 251(h) of the DGCL, and no stockholder vote by the stockholders of the Company will be required in connection with the consummation of the Merger. If the Merger occurs, the Company will no longer be publicly owned. We do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger. If you decide not to tender your Shares in the Offer and the Merger occurs as described above, you will receive, as a result and following completion of the Merger, the right to receive the same amount of cash per Share as if you had tendered your Shares in the Offer.

What are your plans for the Company after the Merger?

We expect that, following consummation of the Merger and the other Transactions, the operations of Trecora Resources, the surviving corporation in the Merger and a Subsidiary of Parent (the "**Surviving Corporation**"), will be conducted substantially as they currently are being conducted, other than as a result of ceasing to be a public company. We do not have any current intentions, plans or proposals to cause any material changes in the Surviving Corporation's business, other than in connection with the Company's current strategic planning.

Nevertheless, the management and/or the board of directors of the Surviving Corporation may initiate a review of the Surviving Corporation to determine what changes, if any, would be desirable following the Offer and the Merger to enhance the business and operations of the Surviving Corporation and may cause the Surviving Corporation to engage in certain extraordinary corporate transactions, such as reorganizations, mergers or sales or purchases of assets, if the management and/or board of directors of the Surviving Corporation decide that such transactions are in the best interest of the Surviving Corporation upon such review. See Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents."

What is the market value of my Shares as of a recent date?

The Offer Price of $9.81 per Share represents a premium of approximately 29.9% over the closing price of $7.55 per Share reported on NYSE on May 10, 2022, the last full trading day prior to the public announcement of the signing of the Merger Agreement, and a 14.2% premium to the 90-day volume weighted average price as of such date. On May 24, 2022, the last full trading day before the Offeror commenced the Offer, the closing price of the Shares reported on the NYSE was $9.66 per Share.

We advise you to obtain a recent quotation for Shares in deciding whether to tender your Shares in the Offer. See Section 6—"Price Range of Shares; Dividends."

If I tender my Shares, when and how will I get paid?

If the conditions to the Offer, as set forth in Section 13—"Conditions of the Offer," are satisfied or, to the extent permitted, waived and we consummate the Offer and accept your Shares for payment, we will pay you an amount in cash equal to the number of Shares you tendered multiplied by $9.81, without interest and less any applicable withholding taxes, promptly following the Expiration Time. See Section 1—"Terms of the Offer" and Section 2—"Acceptance for Payment and Payment for Shares."

What are the U.S. federal income tax consequences of participating in the Offer?

A U.S. Holder (as defined in Section 5—"Certain U.S. Federal Income Tax Consequences") that disposes of Shares pursuant to the Offer generally will recognize capital gain or loss equal to the difference between the cash that the U.S. Holder is entitled to receive pursuant to the Offer and the U.S. Holder's adjusted tax basis in the Shares disposed of pursuant to the Offer.

The Company's stockholders are urged to read carefully Section 5—"Certain U.S. Federal Income Tax Consequences" and to consult their own tax advisors as to the tax consequences applicable to them in their particular circumstances of exchanging their Shares pursuant to the Offer or exchanging Shares pursuant to the Merger, including the consequences under any applicable state, local, non-U.S. or other tax laws. See Section 5—"Certain U.S. Federal Income Tax Consequences."

What will happen to my stock options in the Offer and the Merger?

The Offer is made only for Shares and is not being made for any outstanding options to purchase Shares (each, a "**Company Option**"). However, pursuant to the Merger Agreement, immediately prior to the Effective Time, each Company Option that is outstanding and unexercised, whether vested or unvested, will by virtue of the Merger automatically and without any action on the part of the Company, Parent or any holder thereof, be cancelled and terminated and converted into the right to receive from the Surviving Corporation as promptly as practicable after the Effective Time an amount in cash equal to the product of (a) the aggregate number of Shares underlying such Company Option immediately prior to the Effective Time multiplied by (b) an amount equal to (i) the Merger Consideration less (ii) the exercise price per share of such Company Option, without interest and less any applicable withholding taxes. Any Company Option which has an exercise price per share that is greater than the Merger Consideration will be cancelled without consideration.

What will happen to my restricted stock units that vest based upon continued service in the Offer and the Merger?

The Offer is made only for Shares and is not being made for any outstanding awards of (i) restricted stock units that vest based upon continued service with the Company (the "**Company RSU Awards**"). However, pursuant to the terms of the Merger Agreement, immediately prior to the Effective Time, each Vested Company RSU Award that is outstanding immediately prior thereto will by virtue of the Merger automatically and without any action on the part of the Company, Parent or the holder thereof, be cancelled and terminated and converted into the right to receive from the Surviving Corporation an amount in cash equal to the product of (a) the Merger Consideration multiplied by (b) the aggregate number of Shares underlying such Company RSU Award immediately prior to the Effective Time, without interest and less any applicable withholding taxes, which will be paid through payroll to each holder of a cancelled Company RSU Award as promptly as practicable (and in no event later than the next regularly scheduled payroll date) after the Effective Time.

With respect to each Unvested Company RSU Award, pursuant to the terms of the Merger Agreement, immediately prior to the Effective Time, such Awards shall be cancelled and converted into a deferred cash award equal to the product of (a) the Merger Consideration multiplied by (b) the aggregate number of Company Shares underlying such Award, each an "**RSU Replacement Award**". Each RSU Replacement Award will be governed by an individual agreement between the Company and the holder, representing the right to receive a cash payment payable on the earlier of January 20, 2023 or on qualifying termination as prescribed in the Merger Agreement, and paid, less any applicable without taxes, on the earlier of (a) January 2023 or (b) within 60 days following a qualifying termination. The holder of an RSU Replacement Award need not be employed on January 20, 2023 to be eligible to receive the cash payment in respect of such RSU Replacement Award.

Any RSU Awards held bynon-employee directors will receive the same treatment as vested RSU Awards described above.

What will happen to my restricted stock unit awards that vest based upon the attainment of performance measures in the Offer and the Merger?

The Offer is made only for Shares and is not being made for any outstanding awards of (i) restricted stock units that vest based upon the attainment of performance measures (the "**Company PSU Awards**"). However, pursuant to the terms of the Merger Agreement, immediately prior to the Effective Time, each Vested Company PSU Award that is outstanding immediately prior thereto will by virtue of the Merger automatically and without any action on the part of the Company, Parent or the holder thereof, be cancelled and terminated and converted into the right to receive from the Surviving Corporation an amount in cash equal to the product of (a) the Merger Consideration multiplied by (b) the aggregate number of Shares underlying such Company PSU Award, immediately prior to the Effective Time, assuming target performance, without interest and less any applicable withholding taxes, which will be paid through payroll to each holder of a cancelled Company PSU Award as promptly as practicable (and in no event later than the next regularly scheduled payroll date) after the Effective Time.

With respect to each Unvested Company PSU Award, pursuant to the terms of the Merger Agreement, immediately prior to the Effective Time, such Awards shall be cancelled and converted into a deferred cash award equal to the product of (a) the Merger Consideration multiplied by (b) the aggregate number of Company Shares underlying such Award assuming target performance, each a "**PSU Replacement Award**". Each PSU Replacement Award will be governed by an individual agreement between the Company and the holder, representing the right to receive a cash payment payable on the earlier of January 20, 2023 or on qualifying termination as prescribed in the Merger Agreement, and paid, less any applicable without taxes, on the earlier of (a) January 2023 or (b) within 60 days following a qualifying termination. The holder of an PSU Replacement Award need not be employed on January 20, 2023 to be eligible to receive the cash payment in respect of such RSU Replacement Award.

Any PSU Awards held bynon-employee directors will receive the same treatment as vested PSU Awards described above.

Whom can I contact if I have questions about the Offer?

For further information, you can call Georgeson LLC., the Information Agent for the Offer, at 866-413-5899 or 1-781-575-2137.

To: Holders of Shares of Common

Stock of Trecora Resources:

Introduction

Balmoral Swan MergerSub, Inc., a Delaware corporation (the "**Offeror**"), a wholly owned subsidiary of Balmoral Swan Parent, Inc., a Delaware corporation ("**Parent**"), which is controlled by certain funds managed by Balmoral Funds LLC ("**Balmoral**"), hereby offers to purchase any and all of the outstanding shares (the "**Shares**") of common stock, par value $0.10 per share (the "**Common Stock**"), of Trecora Resources, a Delaware corporation ("**Trecora**" or the "**Company**"), at a purchase price of $9.81 per Share, net to the holders thereof, in cash, without interest thereon, less any applicable tax withholding (the "**Offer Price**") upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (the "**Letter of Transmittal**," together with this Offer to Purchase, as each may be amended or supplemented from time to time in accordance with the Merger Agreement described below, collectively constitute the "**Offer**"). The Company has informed us that as of May 11, 2022, the Support Stockholders (as defined below) collectively beneficially owned approximately 4.5% of the then-outstanding shares, which Shares will be tendered, or caused to be tendered, by the Supporting Stockholders pursuant to the Offer in accordance with the Tender and Support Agreement.

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of May 11, 2022, by and among the Company, Parent and the Offeror (as it may be amended from time to time, the "**Merger Agreement**"), pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, the Offeror will merge with and into Trecora Resources, with Trecora Resources surviving as a wholly owned subsidiary of Parent (the "**Merger**"). As a result of the Merger, the Shares issued and outstanding immediately prior to the effective time of the Merger (the "**Effective Time**") will cease to be publicly traded, and Trecora Resources will become a wholly owned subsidiary of Parent. The Offer, the Merger and the other transactions contemplated by the Merger Agreement are collectively referred to in this Offer to Purchase as the "**Transactions**."

If your Shares are registered in your name and you validly tender directly to Computershare Trust Company N.A. (the "**Depositary and Paying Agent**"), you will not be obligated to pay brokerage fees or commissions on the purchase of Shares by the Offeror. If you hold your Shares through a broker, dealer, commercial bank, trust company or other nominee, you should check with your broker, dealer, commercial bank, trust company or other nominee as to whether they charge any service fees.

The Offer is not subject to any financing condition. The Offer is conditioned upon, among others things, the following: (a) the number of Shares validly tendered (and not properly withdrawn in accordance with the terms of this Offer) immediately prior to the Expiration Time (but excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received," as defined by Section 251(h)(6) of the General Corporation Law of the State of Delaware (the "**DGCL**")), together with any Shares then owned by the Offeror, Parent and any of their respective affiliates, representing at least a majority of the then-outstanding Shares as of the Expiration Time (the "**Minimum Condition**"); (b) the absence of any law or order (including any injunction or other judgment) enacted, issued or promulgated by any governmental authority of competent and applicable jurisdiction that is in effect as of immediately prior to the Expiration Time and has the effect of making the Offer, the acquisition of the Shares by Parent or the Offeror, or the Merger illegal or which has the effect of prohibiting or otherwise preventing the consummation of the Offer, the acquisition of Shares by Parent or the Offeror, or the Merger; (c) the accuracy of the Company's representations and warranties contained in the Merger Agreement (subject, in certain cases, to *de minimis*, materiality and Company Material Adverse Effect qualifiers) (the "**Representations Condition**"); (d) the Company's performance or compliance with its agreements, obligations and covenants as required under the Merger Agreement in all material respects and such failure to comply or perform shall not have been cured by the Expiration Time (the "**Covenants Condition**"); (e) the absence, since

the date of the Merger Agreement, of any state of facts, change, condition, occurrence, effect, event, circumstance or development that has had or would reasonably be expected to have a Company Material Adverse Effect (the "**MAE Condition**"); (f) Parent's receipt of a certificate signed on behalf of the Company by its chief executive officer, certifying that the Representation Condition, the Covenants Condition and the MAE Condition are satisfied as of immediately prior to the Effective Time; and (g) the Merger Agreement has not been terminated pursuant to its terms (the "**Termination Condition**"). Subject to the applicable rules and regulations of the SEC and the provisions of the Merger Agreement, the Offeror and Parent expressly reserve the right to increase the Offer Price, waive any Offer Condition (other than as set forth below), in whole or in part, or to make any other changes in the terms and Offer Conditions; provided, however, that pursuant to the Merger Agreement, the Offeror has agreed that it will not, without the prior written consent of the Company, (a) waive or modify the Minimum Condition or the Termination Condition, or (b) make any change in the terms of or Offer Conditions that (1) changes the form of consideration to be paid in the Offer, (2) decreases the Offer Price or the number of Shares sought in the Offer, (3) extends the Offer or the Expiration time, except as permitted by the Merger Agreement, (4) imposes conditions to the Offer other than those set forth in the Merger Agreement, or (5) amends any term or condition of the Offer in any manner that is adverse to the holders of the Shares. All of the conditions to the Offer must be satisfied or waived at or prior to the Expiration Time. The Offer is also subject to certain other terms and conditions. See Section 13—"Conditions of the Offer."

The Offer and withdrawal rights will expire at 12:00 Midnight, New York City time, onJune 24, 2022 (one minute after 11:59 P.M., New York City time, on June 23, 2022) or, if the Offer has been extended pursuant to and in accordance with the Merger Agreement, the date and time to which the Offer has been so extended. See Section 1—"Terms of the Offer," Section 13—"Conditions of the Offer" and Section 15—"Certain Legal Matters; Regulatory Approvals."

At a meeting held on May 11, 2022, after careful consideration, the Board of Directors of the Company (the "**Company Board**"), among other things, unanimously (a) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are advisable, fair to and in the best interests of, the Company and its stockholders, and declared it advisable, for the Company to enter into the Merger Agreement, (b) approved and declared advisable the execution and delivery by the Company of the Merger Agreement, the performance by the Company of its covenants and agreements contained therein and the consummation of the Offer and the Merger, and the other transactions contemplated by the Merger Agreement upon the terms and subject to the conditions therein, (c) resolved that the Merger Agreement and the Merger will be governed by Section 251(h) of the DGCL and (d) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the Company Stockholders accept the Offer and tender their Shares to the Offeror pursuant to the Offer (such recommendation, the "**Board Recommendation**").

For factors considered by the Company Board in connection with making its recommendation, see Item 4 of the Company's Solicitation/Recommendation Statement on Schedule 14D-9 (the "**Schedule 14D-9**") filed with the U.S. Securities and Exchange Commission (the "**SEC**"), a copy of which (without certain exhibits) is being furnished to the Company's stockholders concurrently herewith under the heading "Reasons for Recommendation of the Board."

The Offer is being made pursuant to the Merger Agreement, pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, the Merger will be consummated by filing with the Secretary of State of the State of Delaware a certificate of merger (the "**Certificate of Merger**"), in accordance with the relevant provisions of the DGCL. The Merger will become effective upon filing of the Certificate of Merger or at such later date or time as Parent, Offeror and the Company may agree and specify in the Certificate of Merger (the "**Effective Time**"). At the Effective Time, each issued and outstanding Share (other than Shares owned by the Company or its affiliates, Shares owned by any direct or indirect wholly owned subsidiary of the Company or affiliates of such subsidiary or Shares owned by Parent, Offeror or their affiliates, in each case, immediately before the Effective Time (collectively, the "**Cancelled Shares**"), and Shares owned by any stockholders who have properly demanded their appraisal rights in accordance with Section 262 of the DGCL) will automatically be converted into the right to receive cash in an amount equal to the Offer Price (the "**Merger**

Consideration"). The Merger Agreement is more fully described in Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents."

Section 251(h) of the DGCL provides that, subject to certain statutory requirements, if following consummation of a tender offer for a public Delaware corporation, the stock irrevocably accepted for purchase pursuant to such tender offer and received by the depositary prior to the expiration of such tender offer, plus the stock otherwise owned by the consummating corporation equals at least such percentage of the stock, and of each class or series thereof, of the target corporation that would otherwise be required to adopt a merger agreement under the DGCL or the target corporation's certificate of incorporation, and each outstanding share of each class or series of stock that is the subject of such tender offer and is not irrevocably accepted for purchase in the offer is to be converted in such merger into the right to receive the same amount and kind of consideration to be paid for shares of such class or series of stock irrevocably accepted for purchase in such tender offer, the consummating corporation may effect a merger without a meeting or vote of the stockholders of the target corporation. Accordingly, if the Offer is consummated and as a result the number of Shares validly tendered in accordance with the terms of the Offer and not properly withdrawn prior to the Expiration Time, together with any Shares then owned by the Offeror, Parent and any of their respective affiliates, represents a majority of the then-outstanding Shares, the Offeror will not seek the approval of the Company's remaining public stockholders before effecting the Merger. Section 251(h) also requires that the Merger Agreement provide that such merger will be effected as soon as practicable subject to the conditions set forth in the Merger Agreement following the consummation of the tender offer. Therefore, the Company, Parent and the Offeror have agreed that, subject to the conditions specified in the Merger Agreement, the Merger will become effective as soon as practicable after the consummation of the Offer, but in any event no later than the business day immediately following the Acceptance Time. See Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents."

No appraisal rights are available in connection with the Offer. However, if we accept Shares in the Offer and the Merger is completed, stockholders may be entitled to appraisal rights in connection with the Merger if they do not tender Shares in the Offer and comply with the applicable procedures described under Section 262 of the DGCL. Such stockholder will not be entitled to receive the Offer Price or the Merger Consideration (in each case, without interest and less any applicable withholding taxes), but instead will be entitled to receive only those rights provided under Section 262 of the DGCL. Stockholders must properly perfect their right to seek appraisal under the DGCL in connection with the Merger in order to exercise appraisal rights. See Section 16—"Appraisal Rights."

Guggenheim Securities, LLC ("**Guggenheim**"), the financial advisor to the Company Board, has rendered to the Company Board an oral opinion, on May 11, 2022, which was subsequently confirmed by a written opinion, dated May 11, 2022, to the effect that, as of May 11, 2022 and based on and subject to the matters considered, the procedures followed, the assumptions made and various limitations of and qualifications to the review undertaken, the Offer Price and the Merger Consideration to be received by the holders of Shares (excluding any Cancelled Shares) pursuant to the Merger Agreement was fair, from a financial point of view, to such holders. The full text of Guggenheim's written opinion, which describes the various assumptions made, procedures followed, matters considered and qualifications and limitations upon the review undertaken by Guggenheim in preparing its opinion, will be included as an annex to the Schedule 14D-9. Stockholders are urged to read the full text of that opinion carefully and in its entirety.

The Offeror has engaged Computershare Trust Company N.A. to act as the depositary and paying agent for the Offer (the **Depositary and Paying Agent**"). The Offeror has engaged Georgeson LLC to act as information agent for the Offer (the **Information Agent**"). Parent will pay, or cause to be paid, all charges and expenses of the Depositary and Paying Agent, and the Information Agent.

Questions and requests for assistance may be directed to the Information Agent at its address and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for copies of this Offer to Purchase and the related Letter of Transmittal and Notice of Guaranteed Delivery may be directed to the Information Agent.

Such copies will be furnished promptly at the Offeror's expense. Stockholders may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer.

This Offer to Purchase, the related Letter of Transmittal and the other documents referred to in this Offer to Purchase contain important information and such documents should be read carefully and in their entirety before any decision is made with respect to the Offer.

The Tender Offer

1. Terms of the Offer

Upon the terms and subject to the satisfaction or, to the extent permitted, waiver of the Offer Conditions (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), we have agreed in the Merger Agreement to accept for payment and pay for all Shares validly tendered and not properly withdrawn by the Expiration Time in accordance with the procedures described in Section 4—"Withdrawal Rights." The term "**Expiration Time**" means 12:00 Midnight, New York City time, on June 24, 2022 (one minute after 11:59 P.M., New York City time, June 23, 2022), unless the Offeror has extended the offering period of the Offer, pursuant to the terms of the Merger Agreement, in which event the term "**Expiration Time**" means the latest time and date at which the offering period of the Offer, as so extended by the Offeror, will expire. For purposes of the Offer, as provided under the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), a "business day" means any day other than a Saturday, Sunday or a U.S. federal holiday and consists of the time period from 12:01 A.M. through 12:00 midnight, New York City time.

The Offer is conditioned upon the satisfaction of the Minimum Condition and the other conditions described in Section 13—"Conditions of the Offer" (the "Offer Conditions"). The Parent or Offeror may, subject to the terms and conditions of the Merger Agreement, terminate the Offer without purchasing any Shares if the conditions described in Section 13 are not satisfied or waived. See Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents—The Merger Agreement—Termination."

Subject to the applicable rules and regulations of the SEC and the provisions of the Merger Agreement, the Offeror and Parent expressly reserve the right to increase the Offer Price, waive any Offer Condition (other than as set forth below), in whole or in part, or to make any other changes in the terms and Offer Conditions; provided, however, that pursuant to the Merger Agreement, the Offeror has agreed that it will not, without the prior written consent of the Company, (a) waive or modify the Minimum Condition or the Termination Condition, or (b) make any change in the terms of or Offer Conditions that (1) changes the form of consideration to be paid in the Offer, (2) decreases the Offer Price or the number of Shares sought in the Offer, (3) extends the Offer or the Expiration time, except as permitted by the Merger Agreement, (4) imposes conditions to the Offer other than those set forth in the Merger Agreement, or (5) amends any term or condition of the Offer in any manner that is adverse to the holders of the Shares.

The Merger Agreement provides, among other things, that with respect to the Offer Price and Merger Consideration (as defined in Section 11 —"Purpose of the Offer and Plans for the Company; Transaction Documents"), if at any time on or after the date of the Merger Agreement and at or prior to the time the Offeror accepts Shares for payment, there is any change in the outstanding equity interests of the Company that occurs as a result of any reorganization, reclassification, recapitalization, stock split, reverse stock split, subdivision or combination, exchange or readjustment of shares, or any stock dividend or stock distribution, the Offer Price will be equitably adjusted to provide the holders of the Shares the same economic effect as contemplated by the Merger Agreement prior to such action; provided that the aggregate payments required to be made by the Offeror pursuant to the Merger Agreement shall not be increased solely as a result of any such, including as a result of the adoption of the Rights Plan or the issuance of the Rights by the Company as contemplated by the Rights Plan (as defined in Section 11)

Subject to the terms and conditions of the Merger Agreement, unless the Merger Agreement is terminated in accordance with its terms, (a) if any of the Offer Conditions has not been satisfied or waived, the Offeror will extend the Offer on one or more occasions in consecutive periods of ten business days each (or any other period as may be approved in advance by the Company) in order to permit satisfaction of all of the Offer Conditions, provided that if the sole remaining unsatisfied Offer Condition is the Minimum Condition, Offeror will not be required to extend the Offer for more than three occasions in consecutive periods of ten business days each (or such other duration as the parties agree), (b) the Offeror will extend the Offer for the minimum period required by applicable law, including any rule, regulation, interpretation or position of the SEC or its staff or the New

York Stock Exchange LLC ("**NYSE**") or as may be necessary to resolve any comments of the SEC or its staff or the NYSE, in each case, as applicable to the Offer, the Schedule 14D-9 or the forms of the letter of transmittal and summary advertisement, if any, and other required or customary ancillary documents and exhibits, in each case, in respect of the Offer (the "**Offer Documents**"), (c) the Offeror will extend the Offer if, at the then-scheduled Expiration Time, the Company brings or has brought any action in accordance with the applicable provisions of the Merger Agreement to enforce specifically the performance of the terms and provisions of the Merger Agreement by Parent or the Offeror, (x) for the period during which such action is pending or (y) by such other time period established by the court presiding over such action, as the case may be.

There can be no assurance that the Offeror will exercise any right to extend the Offer or that the Offeror will be required under the Merger Agreement to extend the Offer. During any extension of the initial offering period, all Shares previously validly tendered and not properly withdrawn will remain subject to the Offer in accordance with its terms and subject to withdrawal rights. See Section 4—"Withdrawal Rights." If, subject to the terms of the Merger Agreement, the Offeror makes a material change in the terms of the Offer or the information concerning the Offer, or if it waives a material condition of the Offer, the Offeror will disseminate additional tender offer materials and extend the Offer if and to the extent required by Rules 14d-4(d), 14d-6(c) and 14e-1 under the Exchange Act, or otherwise. The minimum period during which an Offer must remain open following material changes in the terms of the Offer, other than a change in price, percentage of securities sought, or inclusion of or changes to a dealer's soliciting fee, will depend upon the facts and circumstances, including the materiality, of the changes. In the SEC's view, an offer to purchase should remain open for a minimum of five business days from the date a material change is first published, sent or given to stockholders and, if material changes are made with respect to information that approaches the significance of price and share levels, a minimum of 10 business days may be required to allow for adequate dissemination and investor response. Accordingly, if prior to the Expiration Time the Offeror decreases the number of Shares being sought or changes the consideration offered pursuant to the Offer, and if the Offer is scheduled to expire at any time earlier than the 10th business day from the date that notice of that increase or change is first published, sent or given to stockholders, the Offer will be extended at least until the expiration of that 10th business day.

The Offeror expressly reserves the right, in its sole discretion, subject to the terms and conditions of the Merger Agreement and the applicable rules and regulations of the SEC, not to accept for payment any Shares if, at the expiration of the Offer, any of the Offer Conditions set forth in Section 13—"Conditions of the Offer" have not been satisfied or upon the occurrence of any of the events set forth in Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents—The Merger Agreement—Termination." Under certain circumstances, Parent and the Offeror may terminate the Merger Agreement and the Offer, but Parent and the Offeror are prohibited from terminating the Offer prior to any then-scheduled Expiration Time without the prior written consent of the Company, in its sole discretion, unless the Merger Agreement has been terminated in accordance with its terms.

The Offeror expressly reserves the right, in its sole discretion, subject to the terms and conditions of the Merger Agreement and the applicable rules and regulations of the SEC, to delay acceptance of Shares and to delay payment for Shares pending receipt of any governmental regulatory approvals specified in Section 15—"Certain Legal Matters; Regulatory Approvals." See Section 13—"Conditions of the Offer" and Section 15—"Certain Legal Matters; Regulatory Approvals." The reservation by the Offeror of the right to delay the acceptance of or payment for Shares is subject to the provisions of Rule 14e-1(c) under the Exchange Act, which requires the Offeror to pay the consideration offered or to return Shares deposited by or on behalf of tendering stockholders promptly after the termination or withdrawal of the Offer.

Any extension of the Offer, waiver, amendment of the Offer, delay in acceptance for payment or payment or termination of the Offer will be followed, promptly, by public announcement thereof, the announcement in the case of an extension to be issued not later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Time in accordance with the public announcement requirements of Rules 14d-4(d), 14d-6(c) and l4e-1(d) under the Exchange Act. Without limiting the obligations of the Offeror

under those rules or the manner in which the Offeror may choose to make any public announcement, the Offeror currently intends to make announcements by issuing a press release to a national news service and making any appropriate filings with the SEC.

The Company has agreed to provide, or cause its transfer agent to provide, Parent and the Offeror with such assistance and such information available to the Company as Parent or its agents may reasonably request in order to disseminate and otherwise communicate the Offer to the record and beneficial holders of the Shares, including a list of such holders, as of the most recent practicable date, mailing labels and any available listing or computer files containing the names and addresses of all record and beneficial holders of the Shares (including updated lists of stockholders, mailing labels, listings or files of securities positions). This Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies or other nominees whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

2. Acceptance for Payment and Payment for Shares

Upon the terms and subject to the Offer Conditions (including, if the Offer is extended or amended in accordance with the terms of the Merger Agreement, the terms and conditions of any such extension or amendment), including satisfaction or waiver of all of the Offer Conditions, the Offeror will, and Parent will cause the Offeror to, at, or promptly after, the Expiration Time, irrevocably accept for payment (but in any event within one business day), and, at or promptly following acceptance for payment (but in any event within three business days (calculated as set forth in Rule 14d-1(g)(3) under the Exchange Act) thereafter) pay for, all Shares validly tendered and not properly withdrawn pursuant to the Offer, except that with respect to Shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee, the Offeror is under no obligation to make any payment for such Shares unless and until such Shares are delivered in settlement or satisfaction of such guarantee. In addition, subject to the terms and conditions of the Merger Agreement and the applicable rules of the SEC, the Offeror reserves the right to delay acceptance for payment of, or payment for, Shares, pending receipt of the regulatory or governmental approvals specified in Section 15—"Certain Legal Matters; Regulatory Approvals." For information with respect to approvals that we are or may be required to obtain prior to the completion of the Offer, see Section 15—"Certain Legal Matters; Regulatory Approvals."

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary and Paying Agent of (a) certificates representing those Shares or confirmation of the book-entry transfer of those Shares into the Depositary and Paying Agent's account at The Depository Trust Company ("**DTC**") pursuant to the procedures set forth in Section 3—"Procedures for Tendering Shares," (b) a Letter of Transmittal (or, with respect to a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "**Eligible Institution**"), a manually executed facsimile thereof or an Agent's Message (as defined in Section 3—"Procedures for Tendering Shares" below)), properly completed and duly executed, with any required signature guarantees and (c) any other documents required by the Letter of Transmittal. See Section 3—"Procedures for Tendering Shares." Accordingly, tendering stockholders may be paid, at different times, depending upon when certificates or book-entry transfer confirmations with respect to their Shares are actually received by the Depositary and Paying Agent.

For purposes of the Offer, the Offeror will be deemed to have accepted for payment and thereby purchased Shares validly tendered and not properly withdrawn if and when the Offeror gives oral or written notice to the Depositary and Paying Agent of its acceptance for payment of those Shares pursuant to the Offer. Payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefore with the Depositary and Paying Agent, which will act as agent for the tendering stockholders for purposes of receiving

payments from the Offeror and transmitting those payments to the tendering stockholders. **Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.**

Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for any purpose, including for purposes of satisfying the Minimum Condition, unless and until Shares underlying such Notice of Guaranteed Delivery are received by the Depositary and Paying Agent.

If any tendered Shares are not accepted for payment pursuant to the terms the Offer and the Offer Conditions for any reason, or if certificates are submitted for more Shares than are tendered, certificates for those unpurchased Shares will be returned (or new certificates for the Shares not tendered will be sent), without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary and Paying Agent's account at DTC pursuant to the procedures set forth in Section 3—"Procedures for Tendering Shares," those Shares will be credited to an account maintained with DTC) promptly following expiration or termination of the Offer.

If, prior to the Expiration Time, the Offeror increases the consideration offered to holders of Shares pursuant to the Offer, that increased consideration will be paid to holders of all Shares that are tendered pursuant to the Offer, whether or not those Shares were tendered prior to that increase in consideration.

3. Procedures for Tendering Shares

Valid Tender of Shares. Except as set forth below, to validly tender Shares pursuant to the Offer, (a) a properly completed and duly executed Letter of Transmittal (or, with respect to Eligible Institutions, a manually executed facsimile thereof) in accordance with the instructions of the Letter of Transmittal, with any required signature guarantees, or an Agent's Message (as defined below) in connection with a book-entry delivery of Shares, and any other documents required by the Letter of Transmittal, must be received by the Depositary and Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Time and either (1) certificates representing Shares tendered must be delivered to the Depositary and Paying Agent or (2) those Shares must be properly delivered pursuant to the procedures for book-entry transfer described below and a confirmation of that delivery received by the Depositary and Paying Agent (which confirmation must include an Agent's Message if the tendering stockholder has not delivered a Letter of Transmittal), in each case, prior to the Expiration Time, or (b) the tendering stockholder must comply with the guaranteed delivery procedures set forth below. The term "**Agent's Message**" means a message, transmitted by DTC to, and received by, the Depositary and Paying Agent and forming a part of a Book-Entry Confirmation (as defined below), which states that (x) DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of that Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and (y) the Offeror may enforce that agreement against the participant.

Book-Entry Transfer. The Depositary and Paying Agent has agreed to establish an account with respect to the Shares at DTC for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in DTC's systems may make a book-entry transfer of Shares by causing DTC to transfer those Shares into the Depositary and Paying Agent's account in accordance with DTC's procedures for that transfer using DTC's ATOP system. However, although delivery of Shares may be effected through book-entry transfer, either the Letter of Transmittal (or, with respect to Eligible Institutions, a manually executed facsimile thereof), properly completed and duly executed, together with any required signature guarantees, or an Agent's Message in lieu of the Letter of Transmittal, and any other required documents, must, in any case, be transmitted to and received by the Depositary and Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase by the Expiration Time, or the tendering stockholder must comply with the guaranteed delivery procedures described below. The confirmation of a book-entry transfer of Shares into the Depositary and Paying Agent's account at DTC as described above is referred to herein as a "**Book-Entry Confirmation**."

Delivery of documents to DTC in accordance with DTC's procedures does not constitute delivery to the Depositary and Paying Agent.

Signature Guarantees and Stock Powers. Except as otherwise provided below, all signatures on a Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by an Eligible Institution. Signatures on a Letter of Transmittal need not be guaranteed (a) if the Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this section, includes any participant in any of DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered therewith, the owners' powers are not signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity and such registered owner has not completed the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (b) if those Shares are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal. If the certificates for Shares are held through a person other than the signer of the Letter of Transmittal, or if payment is to be made or certificates for Shares not tendered or not accepted for payment are to be returned to a person other than the registered owner of the certificates surrendered, then the tendered certificates must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear on the certificates, with the signatures on the certificates or stock powers guaranteed as described above. See Instructions 1 and 5 of the Letter of Transmittal.

If certificates representing Shares are forwarded separately to the Depositary and Paying Agent, a properly completed and duly executed Letter of Transmittal must accompany each delivery of certificates.

Guaranteed Delivery. A stockholder who desires to tender Shares pursuant to the Offer and whose certificates for Shares are not immediately available, or who cannot comply with the procedure for book-entry transfer on a timely basis, or who cannot deliver all required documents to the Depositary and Paying Agent prior to the Expiration Time, may tender those Shares by satisfying all of the requirements set forth below:

- the tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Offeror, is received by the Depositary and Paying Agent (as provided below) prior to the Expiration Time; and
- the certificates for all tendered Shares, in proper form for transfer (or a Book-Entry Confirmation with respect to all those Shares), together with a properly completed and duly executed Letter of Transmittal (or, with respect to Eligible Institutions, a manually executed facsimile thereof), with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal), and any other required documents, are received by the Depositary and Paying Agent within two trading days after the date of execution of the Notice of Guaranteed Delivery. A "**trading day**" is any day on which the NYSE is open for business.

The Notice of Guaranteed Delivery may be delivered by overnight courier or transmitted via facsimile transmission or mailed to the Depositary and Paying Agent and must include a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery made available by the Offeror. In the case of Shares held through DTC, the Notice of Guaranteed Delivery must be delivered to the Depositary and Paying Agent by a participant by means of the confirmation system of DTC.

Shares tendered by a Notice of Guaranteed Delivery will not be deemed validly tendered for any purpose, including for purposes of satisfying the Minimum Condition, unless and until Shares underlying such Notice of Guaranteed Delivery are received by the Depositary and Paying Agent.

The method of delivery of Shares, the Letter of Transmittal and all other required documents, including delivery through DTC, is at the election and risk of the tendering stockholder. Delivery of all

those documents will be deemed made, and risk of loss of the certificate representing Shares will pass, only when actually received by the Depositary and Paying Agent (including, in the case of a book-entry transfer, by Book-Entry Confirmation). If the delivery is by mail, it is recommended that all those documents be sent by properly insured registered mail with return receipt requested. In all cases, sufficient time should be allowed to ensure timely delivery.

The tender of Shares (pursuant to any one of the procedures described above) will constitute the tendering stockholder's acceptance of the Offer, as well as the tendering stockholder's representation and warranty that such stockholder has the full power and authority to tender, sell, transfer and assign the Shares tendered, as specified in the Letter of Transmittal (and any and all other Shares or other securities issued or issuable in respect of such Shares), and that when the Offeror accepts the Shares for payment, it will acquire good and unencumbered title, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claims. The Offeror's acceptance for payment of Shares (tendered pursuant to one of the procedures described above) will constitute a binding agreement between the tendering stockholder and the Offeror upon the terms of the Offer and subject to the Offer Conditions.

Other Requirements. Notwithstanding any provision of this Offer to Purchase, the Offeror will pay for Shares pursuant to the Offer only after timely receipt by the Depositary and Paying Agent of (a) certificates for (or a timely Book-Entry Confirmation with respect to) those Shares, (b) a Letter of Transmittal (or, with respect to Eligible Institutions, a manually executed facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message in lieu of the Letter of Transmittal) and (c) any other documents required by the Letter of Transmittal. Accordingly, tendering stockholders may be paid at different times depending upon when certificates or Book-Entry Confirmations with respect to their Shares are actually received by the Depositary and Paying Agent. **Under no circumstances will interest be paid by the Offeror on the purchase price of Shares, regardless of any extension of the Offer or any delay in making that payment.**

Binding Agreement. The acceptance for payment by the Offeror of Shares (tendered pursuant to one of the procedures described above) will constitute a binding agreement between the tendering stockholder and the Offeror upon the terms of the Offer and subject to the Offer Conditions.

Irrevocable Appointment as Proxy. By executing and delivering a Letter of Transmittal as set forth above (or, in the case of a book-entry transfer, by delivery of an Agent's Message in lieu of a Letter of Transmittal), the tendering stockholder irrevocably appoints designees of the Offeror as that stockholder's true and lawful agent and attorney-in-fact and proxies, each with full power of substitution and re-substitution, to the full extent of that stockholder's rights with respect to the Shares tendered by that stockholder and accepted for payment by the Offeror and with respect to any and all other Shares or other securities issued or issuable in respect of those Shares on or after the date of the Merger Agreement. Such proxies and powers of attorney will be irrevocable and deemed to be coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, the Offeror accepts for payment Shares tendered by the stockholder as provided herein. Upon the effectiveness of the appointment, all prior powers of attorney, proxies and consents given by that stockholder will be revoked, and no subsequent powers of attorney, proxies and consents may be given (and, if given, will not be deemed effective). Upon the effectiveness of the appointment, the Offeror's designees will, with respect to the Shares or other securities and rights for which the appointment is effective, be empowered to exercise all voting and other rights of that stockholder as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of the Company's stockholders, by written consent in lieu of any such meeting or otherwise. The Offeror reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon the Offeror's payment for those Shares, the Offeror must be able to exercise full voting, consent and other rights to the extent permitted under applicable law with respect to those Shares, including voting at any meeting of stockholders or executing a written consent concerning any matter.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance of any tender of Shares will be determined by the Offeror (which may delegate such power, in whole

or in part, to the Depositary and Paying Agent) in its sole and absolute discretion, which determination will be final and binding absent a finding to the contrary by a court of competent jurisdiction. The Offeror reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of or payment for which may, in the opinion of the Offeror, be unlawful. The Offeror also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender of Shares will be deemed to have been validly made until all defects and irregularities relating thereto have been cured or waived. None of Parent, the Offeror or any of their respective affiliates or assigns, the Depositary and Paying Agent, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. The Offeror's interpretation of the terms of the Offer and subject to the Offer Conditions (including the Letter of Transmittal and the Instructions thereto and any other documents related to the Offer) will be final and binding.

No alternative, conditional or contingent tenders will be accepted.

4. Withdrawal Rights

A stockholder may withdraw Shares tendered pursuant to the Offer at any time on or prior to the Expiration Time and, if not previously accepted for payment, at any time after July 24, 2022, the date that is 60 days after the date of the commencement of the Offer, pursuant to SEC regulations, but only in accordance with the procedures described in this Section 4; otherwise, the tender of Shares pursuant to the Offer is irrevocable.

For a withdrawal of Shares to be effective, a written or, with respect to Eligible Institutions, facsimile transmission, notice of withdrawal with respect to the Shares must be timely received by the Depositary and Paying Agent at one of its addresses set forth on the back cover of this Offer to Purchase. Any notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from that of the person who tendered those Shares. The signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless those Shares have been tendered for the account of any Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3—"Procedures for Tendering Shares," any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn Shares. If certificates representing the Shares to be withdrawn have been delivered or otherwise identified to the Depositary and Paying Agent, the name of the registered owner and the serial numbers shown on those certificates must also be furnished to the Depositary and Paying Agent prior to the physical release of those certificates. If a stockholder tenders Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, the stockholder must instruct the broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of those Shares.

If the Offeror extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept for payment Shares pursuant to the Offer for any reason, then, without prejudice to the Offeror's rights under this Offer, the Depositary and Paying Agent may nevertheless, on behalf of the Offeror, retain tendered Shares, and those Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described herein.

Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be retendered by following one of the procedures for tendering shares described in Section 3 —"Procedures for Tendering Shares" at any time prior to the Expiration Time.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by the Offeror (which may delegate such power in whole or in part to the Depositary and Paying Agent), in its sole and absolute discretion, which determination shall be final and binding absent a finding to the contrary by a court of competent jurisdiction. The Offeror also reserves the absolute right to waive any defect or

irregularity in the notice of withdrawal of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No withdrawal of Shares shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of Parent, the Offeror or any of their respective affiliates or assigns, the Depositary and Paying Agent, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give that notification.

5. Certain U.S. Federal Income Tax Consequences

The following summary describes certain U.S. federal income tax consequences to holders of Shares with respect to the disposition of Shares pursuant to the Offer or the Merger. It addresses only holders that hold Shares as capital assets (generally, property held for investment) within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "**Code**").

The following summary does not purport to be a complete analysis of all of the potential U.S. federal income tax considerations that may be relevant to particular holders in light of their particular circumstances nor does it deal with persons that are subject to special tax rules, such as brokers, dealers in securities or currencies, financial institutions, mutual funds, insurance companies, tax-exempt entities, qualified retirement plans or other tax deferred accounts, holders that own or have owned more than 5% of the Shares by vote or value (whether those Shares are or were actually or constructively owned), regulated investment companies, real estate mortgage investment conduits, real estate investment trusts, common trust funds, holders subject to the alternative minimum tax, corporations that accumulate earnings to avoid U.S. federal income tax, persons holding Shares as part of a straddle, hedge or conversion transaction or as part of a synthetic security or other integrated transaction, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, U.S. Holders (as defined below) that have a "functional currency" other than the U.S. dollar, U.S. expatriates, dissenting stockholders, and persons that acquired Shares in a compensatory transaction. In addition, this summary does not address persons that hold an interest in a partnership, S corporation or other pass-through entity that holds Shares, or tax considerations arising under the laws of any state, local or non-U.S. jurisdiction or U.S. federal non-income tax considerations (*e.g.*, the federal estate or gift tax), or the application of the Medicare tax on net investment income under Section 1411 of the Code.

The following is based on the provisions of the Code, final, proposed and temporary Treasury regulations promulgated under the Code ("**Treasury Regulations**"), administrative rulings and other guidance, and court decisions, in each case as in effect on the date of this Offer to Purchase, all of which are subject to change, possibly with retroactive effect.

As used herein, the term "**U.S. Holder**" means a beneficial owner of Shares that is, for U.S. federal income tax purposes, (a) a citizen or individual resident of the United States; (b) a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (c) an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or (d) a trust if (1) a U.S. court is able to exercise primary supervision over its administration and one or more U.S. persons, within the meaning of Section 7701(a)(30) of the Code, have authority to control all of the trust's substantial decisions or (2) the trust has properly elected under applicable Treasury Regulations to be treated as a United States person for U.S. federal income tax purposes.

A "**Non-U.S. Holder**" is a beneficial owner of Shares, other than a partnership or an entity classified as a partnership for U.S. federal income tax purposes that is not a U.S. Holder.

The tax treatment of a partner in a partnership (or other entity classified as a partnership for U.S. federal tax purposes) may depend on the status or activities of the partner or the partnership. Partnerships that are beneficial owners of Shares, and partners in such partnerships, are urged to consult their own tax advisors regarding the

U.S. federal, state, local and non-U.S. tax considerations applicable to them with respect to the disposition of Shares pursuant to the Offer or the Merger.

This summary is of a general nature only. It is not intended to constitute, and should not be construed to constitute, legal or tax advice to any particular holder. Because individual circumstances may vary, holders of Shares should consult their own tax advisors as to the tax consequences of the Offer and the Merger on a beneficial holder of Shares in their particular circumstances, including the application of any state, local or non-U.S. tax laws and any changes in such laws.

Certain U.S. Federal Income Tax Consequences for U.S. Holders.

A U.S. Holder that disposes of Shares pursuant to the Offer or the Merger generally will recognize gain or loss equal to the difference between the cash that the U.S. Holder receives pursuant to the Offer or the Merger and the U.S. Holder's adjusted tax basis in the Shares disposed of pursuant to the Offer or the Merger, respectively. See Instruction 9 of the Letter of Transmittal. Gain or loss must be determined separately for each block of Shares (*i.e.*, Shares acquired at the same cost in a single transaction) disposed of pursuant to the Offer or the Merger. Such recognized gain or loss will generally constitute a capital gain or loss, and will be long-term capital gain or loss if the Shares disposed of in the Offer or the Merger are held for more than one year. Certain non-corporate U.S. Holders may be eligible for preferential rates of U.S. federal income tax in respect of long-term capital gains. The deductibility of capital loss is subject to limitations.

Non-U.S. Holders.

A Non-U.S. Holder will not be subject to U.S. federal income tax on any gain realized upon the exchange of the Shares pursuant to the Offer or the Merger unless:

- the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable); or
- the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met.

Gain described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

A Non-U.S. Holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on gain realized upon the disposition of the Shares, which may be offset by U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), providedthe Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Information Reporting and Backup Withholding Tax.

Payments made to holders of Shares in the Offer or the Merger generally will be subject to information reporting and may be subject to a backup withholding tax (currently at a rate of 24%). To avoid backup withholding, U.S. Holders that do not otherwise establish an exemption should properly complete and return IRS Substitute Form W-9 included in the Letter of Transmittal, certifying that such stockholder is a United States person within the meaning of Section 7701(a)(30) of the Code, the taxpayer identification number provided is correct, and that such stockholder is not subject to backup withholding. Non-U.S. Holders that do not otherwise establish an exemption should submit an appropriate and properly completed IRS Form W-8BEN, W-8BEN-E or other appropriate W-8, a copy of which may be obtained from the Depositary and Paying Agent, in order to avoid

backup withholding. Non-U.S. Holders should consult their own tax advisors to determine which IRS Form W-8 is appropriate.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit against a holder's United States federal income tax liability, *provided* the required information is timely furnished in the appropriate manner to the IRS.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES TO HOLDERS OF SHARES WITH RESPECT TO THE DISPOSITION OF SHARES PURSUANT TO THE OFFER OR THE MERGER. HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES APPLICABLE TO THEM IN THEIR PARTICULAR CIRCUMSTANCES.

6. Price Range of Shares; Dividends

The Shares are listed on the NYSE under the symbol "**TREC**". The following table sets forth, for the fiscal quarters indicated, the high and low sales prices per Share on the NYSE as reported by published financial sources with respect to periods occurring in fiscal years 2019, 2020, 2021, 2022:

Fiscal Year	High	Low
2020:		
First Quarter	$7.51	$4.57
Second Quarter	$7.04	$4.31
Third Quarter	$6.64	$5.51
Fourth Quarter	$7.22	$5.92
2021:		
First Quarter	$8.01	$6.31
Second Quarter	$9.03	$7.55
Third Quarter	$8.77	$7.64
Fourth Quarter	$9.28	$7.53
2022:		
First Quarter	$9.07	$7.92
Second Quarter (through May 11, 2022)	$9.74	$7.55

The Offer Price of $9.81 per Share represents a premium of approximately 29.9% over the closing price of $7.55 per Share reported on NYSE on May 10, 2022, the last full trading day prior to the public announcement of the terms of the Offer and the Merger, and a 14.2% premium to the 90-day volume weighted average price as of such date. On May 24, 2022, the last full trading day prior to the commencement of the Offer, the reported closing sales price per Share on the NYSE was $9.66 per Share. **Stockholders are urged to obtain a current market quotation for the Shares.**

No dividends were paid on the Company's Common Stock during the years ended December 31, 2021 and 2020 or in 2022. Under the terms of the Merger Agreement, the Company is not permitted, without the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed), to authorize, declare, set aside, make or pay any dividend or other distribution with respect to the Shares. See Section 14—"Dividends and Distributions."

7. Certain Effects of the Offer

If, as a result of the Offer, the Offeror owns Shares representing at least a majority of all then-outstanding Shares, Parent, the Offeror and the Company will take all necessary and appropriate actions to cause the Merger to become effective as soon as practicable after the consummation of the Offer, without a meeting or vote of the

Company's stockholders, in accordance with Section 251(h) of the DGCL and upon the terms and subject to the conditions of the Merger Agreement. We do not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger.

Market for the Shares. If the Offer is consummated, there will be no market for the Shares because Parent and Offeror intend to consummate the Merger as promptly as practicable following the consummation of the Offer.

NYSE Listing. The Shares are currently listed on the NYSE and trade under the symbol "TREC". Immediately following the consummation of the Merger (which is expected to occur as soon as practicable following the consummation of the Offer), the Shares will no longer meet the requirements for continued listing on the NYSE because the only stockholder will be Parent. Immediately following the consummation of the Merger, we intend to cause the Company to delist the Shares from the NYSE.

Exchange Act Registration. The Shares are currently registered under the Exchange Act. We intend to seek to cause the Company to apply for termination of registration of the Shares as soon as possible after consummation of the Offer if the requirements for termination of registration are met. Termination of registration of the Shares under the Exchange Act would reduce the information required to be furnished by the Company to its stockholders and to the SEC and would make certain provisions of the Exchange Act (such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement or information statement in connection with stockholders' meetings or actions in lieu of a stockholders' meeting pursuant to Section 14(a) and 14(c) of the Exchange Act and the related requirement of furnishing an annual report to stockholders) no longer applicable with respect to the Shares. In addition, if the Shares are no longer registered under the Exchange Act, the requirements of Rule 13e-3 with respect to "going private" transactions would no longer be applicable to the Company. Furthermore, the ability of "affiliates" of the Company and persons holding "restricted securities" of the Company to dispose of such securities pursuant to Rule 144 under the U.S. Securities Act of 1933, as amended, may be impaired or eliminated. If registration of the Shares under the Exchange Act is terminated, the Shares would no longer be eligible for continued inclusion on the Federal Reserve Board's list of "margin securities" or eligible for stock exchange listing.

Margin Regulations. The Shares are currently "margin securities" under the regulations of the Board of Governors of the Federal Reserve System (the "**Federal Reserve Board**"), which has the effect, among other things, of allowing brokers to extend credit using such Shares as collateral. Depending upon factors similar to those described above regarding listing and market quotations, following the Offer, the Shares may no longer constitute "margin securities" for purposes of the margin regulations of the Federal Reserve Board, in which event the Shares would be ineligible as collateral for margin loans made by brokers.

8. Certain Information Concerning the Company

General. The description of the Company and its business set forth in the following paragraph has been derived from information contained in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (the "**Annual Report**") publicly available documents and records on file with the SEC and other public sources.

The Company is a leading provider of specialty hydrocarbons, specialty waxes and custom processing services for a broad array of end markets. The Company's products are used in applications including polyethelene, poly-iso and expandable / extruded polystyrene. It has a leadership position across core markets that are backed by favorable secular trends, and strong and longstanding relationships with many of its largest customers. It is focused on executing on its strategy refocusing its business to prioritize free cash flow through ongoing margin enhancement and process optimization initiatives while prudently allocating capital to high-confidence growth projects.

The Company's principal executive offices are located at 1650 Hwy 6 S, Suite 190, Sugar Land, Texas 77478. The telephone number of the Company's principal executive office is (281) 980-5522.

Available Information. The Shares are registered under the Exchange Act. Accordingly, the Company is currently subject to the information and reporting requirements of the Exchange Act and in accordance therewith is obligated to file reports and other information with the SEC relating to its business, financial condition and other matters. Certain information, as of particular dates, concerning the Company's business, principal physical properties, capital structure, material pending litigation, operating results, financial condition, directors and officers (including their compensation), the principal holders of the Company's securities, any material interests of those persons in transactions with the Company, and other matters is required to be disclosed in proxy statements and periodic and current reports distributed to the Company's stockholders and filed with the SEC. Such reports, proxy statements and other information are available on http://www.sec.gov.

Sources of Information. Except as otherwise set forth herein, the information concerning the Company and its business has been taken from the Annual Report, publicly available documents and records on file with the SEC and other public sources and is qualified in its entirety by such records. Although we have no knowledge that any such information contains any misstatements or omissions, none of Parent, the Offeror, the Information Agent or the Depositary and Paying Agent, or any of their respective affiliates or assigns assumes responsibility for the accuracy or completeness of the information concerning the Company contained in those documents and records or for any failure by the Company to disclose events which may have occurred or may affect the significance or accuracy of any such information.

Certain Company Forecasts. The Company provided Parent with certain internal financial projections as described in the Company's Schedule 14D-9, which will be filed with the SEC and is being mailed to the Company's stockholders contemporaneously with this Offer to Purchase."

9. Certain Information Concerning the Offeror, Parent and Balmoral

Parent and the Offeror are Delaware corporations. Parent was formed on May 4, 2022 and the Offeror was formed on May 4, 2022, in each case, solely for the purpose of completing the Offer and the Merger and each has conducted no business activities other than those related to the structuring and negotiation of the Offer and the Merger. Until immediately prior to the time the Offeror purchases Shares pursuant to the Offer, it is not anticipated that Parent or the Offeror will have any significant assets or liabilities or engage in activities other than those incidental to their formation, capitalization and the consummation of the transactions contemplated by the Offer and/or the Merger. The Offeror is a wholly owned subsidiary of Parent. Parent currently is and will, upon completion of the Transactions, be controlled by certain funds managed by Balmoral. Parent's equity is and will, upon completion of the Transactions, be owned by certain funds managed by Balmoral. The principal business activity of Balmoral is to manage investment funds. The principal office address of Balmoral, Parent and the Offeror is 1150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025. The telephone number at the principal office is (310) 473-3065.

Pursuant to the Equity Commitment Letter dated May 11, 2022 (the "**Equity Commitment Letter**") a certain fund managed by Balmoral (the "**Equity Investor**") has committed up to $123 million in aggregate of equity financing to Parent in connection with completion of the Offer and the Merger, subject to the applicable conditions set forth in the Merger Agreement and the Equity Commitment Letter.

The name, business address, citizenship, present principal occupation and employment history of each of the directors, executive officers and control persons of each of Parent, the Offeror, and Balmoral are set forth in Schedule A to this Offer to Purchase ("**Schedule A**"). Except as set forth elsewhere in this Offer to Purchase, (i) none of Parent, the Offeror, Balmoral or, to the knowledge of each of Parent, the Offeror and Balmoral, any of the entities or persons listed in Schedule A has, during the past five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), and (ii) none of Parent, the Offeror, Balmoral

or, to the best of their knowledge, any of the entities or persons listed in Schedule A has, during the past five years, been a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

10. Background of the Offer; Contacts with the Company

The following is a description of significant contacts between representatives of Balmoral, Parent and Offeror, on the one hand, and representatives of the Company, on the other hand, that resulted in the execution of the Merger Agreement and commencement of the Offer. The discussion below covers only the key events and does not attempt to describe every communication among the parties. For a review of the Company's activities relating to the contacts leading to the Merger Agreement, please refer to the Schedule 14D-9, which will be filed by the Company with the SEC and is being mailed to the Company's stockholders concurrently with this Offer to Purchase.

On December 7, 2021, representatives of Guggenheim contacted representatives of Balmoral regarding Balmoral's interest in the potential purchase of the Company. On December 16, 2021, Balmoral executed a non-disclosure agreement.

On December 22, 2021, representatives of Guggenheim delivered a confidential information presentation (the "*CIP*") regarding the Company.

On January 5, 2022, representatives of Guggenheim held a call with representatives of Balmoral to discuss the CIP. Immediately following this call, representatives of Balmoral requested a call with the Company's management team to discuss the CIP and an initial diligence review of the Company, which was held on January 14, 2022.

On January 14, 2022, representatives of the Company met with representatives of Balmoral to discuss the Company and to answer initial questions following Balmoral' review of the CIP and initial diligence review.

On January 25, 2022, representatives of Guggenheim held a discussion with representatives of Balmoral regarding the anticipated process following the delivery of a bid for the Company.

On January 26, 2022, representatives of Balmoral submitted an initialnon-binding indication of interest that contemplated anall-cash transaction at $9.50 per Share.

Over the course of the next several days, representatives of Guggenheim contacted representatives of Balmoral to discuss itsnon-binding indication of interest and to further discuss the process.

On February 18, 2022, representatives of the Company delivered a management presentation to representatives of Balmoral and its advisors.

On February 23, 2022, representatives of Guggenheim held a call with representatives of Balmoral to discuss feedback from the management presentation given on February 18, 2022, and to outline the next steps in the process.

On February 25, 2022, representatives and advisors of Balmoral were granted access to a virtual data room to commence the due diligence review process.

Between March 11 and March 15, 2022, representatives of the Company held three separate financial due diligence calls with representatives of CohnReznick, LLP, Balmoral' quality of earnings report provider. During this time, representatives of Guggenheim held a separate discussion with representatives of Balmoral related to due diligence matters.

Between March 16 and April 12, 2022, the respective representatives and advisors of the Company and Balmoral continued to hold discussions and site visits with respect to diligence, financing and general transaction matters.

On April 15, 2022, representatives of Balmoral contacted representatives of Guggenheim by telephone and indicated that Balmoral was revising its bid to $9.17 per Share for all outstanding Shares of the Company's common stock. Representatives of Balmoral followed up this telephone conference with an email containing a markup of the bid draft of the Merger Agreement as well as a draft exclusivity agreement, pursuant to which Balmoral requested an exclusivity period of six business days.

On April 19, 2022, representatives of Guggenheim held a call with representatives of Balmoral to convey that the Company's Board was not willing to grant an exclusivity period and that Balmoral's offer would need to improve to at least $10 per share if the parties were to continue discussions. Representatives from Balmoral indicated that a price of $10 per Share would not be possible.

On April 25, 2022, representatives of Guggenheim held a call with representatives of Balmoral to indicate that the Board was not interested in providing a counterproposal at a price below $10 per Share and did not intend to provide a revised draft of the Merger Agreement absent an oral agreement on in improved valuation for the Company.

On April 27, 2022, representatives of Balmoral sent a letter to the Board indicating that its due diligence review of the Company was complete, and its financing was fully committed. The letter contained an offer of a "best and final" price to acquire all outstanding Shares of the Company's common stock for $9.81 in cash per Share. The letter recited that the offer was conditioned on several factors, including a cap on expenses of the Company in connection with the transaction and the agreement of certain members of management who hold equity awards agreeing to change the terms of such awards such that they would be settleable in cash on a delayed vesting schedule. Representatives of Balmoral also requested that the Company return a revised draft of the Merger Agreement that would be responsive to the draft sent by representatives of Balmoral on April 15, 2022.

On May 2, 2022, Morgan, Lewis & Bockius LLP ("*Morgan Lewis*"), outside counsel to the Company, sent a revised draft of the Merger Agreement to Blank Rome LLP ("*Blank Rome*"), outside counsel to Parent and the Offeror, subject to any further revisions based on review by the Board.

On May 3, 2022, representatives of Blank Rome delivered initial drafts of the Equity Commitment Letter and the limited guarantee. Over the course of the following week, the respective representatives and advisors of Balmoral and the Company exchanged revised drafts of the Equity Commitment Letter and the Limited Guarantee and negotiated the terms thereof, including with respect to (i) the amount of the equity investment that funds affiliated with Balmoral and Parent would agree to deliver to Parent to fund the transactions contemplated by the Merger Agreement and (ii) the Company's rights to specifically enforce such equity financing commitment.

On May 4, 2022, representatives of Morgan Lewis and Blank Rome held a teleconference to discuss various due diligence requests and open issues in the Merger Agreement. Representatives of Morgan Lewis conveyed that the Board was supportive of the $9.81 per Share price, subject to satisfactory negotiation of the open points in the Merger Agreement. Representatives of Morgan Lewis also informed Blank Rome that the Board was unwilling to engage with Company management on the treatment of the management equity awards in the manner desired

by Parent, as well as other open points, including whether there would be a need for antitrust filings. Representatives of Blank Rome also stated on this teleconference that a condition of Parent's offer would be that the Board adopt a stockholder rights agreement in connection with the execution and delivery of the Merger Agreement. Morgan Lewis agreed to share the position with the Board. On this same day, representatives of Balmoral sent drafts of the debt commitment letters to Guggenheim.

On May 5, 2022, representatives of Morgan Lewis and Blank Rome continued their discussion of the treatment of management equity awards in the Transactions. Also on May 5, 2022, representatives of Blank Rome delivered to representatives of Morgan Lewis initial drafts of the debt commitment letters to be issued by certain financial institutions and their affiliates in connection with the Transactions. Over the course of the following week, counsel to Parent and the Company exchanged revised drafts of the debt commitment letters and negotiated the terms thereof.

Also on May 5, 2022, representatives of Blank Rome delivered a revised draft of the Merger Agreement to representatives of Morgan Lewis. Representatives of Blank Rome also delivered an initial draft of the Tender and Support Agreement to be executed by the officers and directors of the Company simultaneously with the execution of the Merger Agreement.

On May 6, 2022, representatives of Morgan Lewis and Blank Rome discussed the open issues in the Merger Agreement. Later that night, representatives of Morgan Lewis sent an initial draft of the disclosure schedules as well as revised drafts of the equity commitment letter, limited guarantee and debt commitment letters to Blank Rome.

On May 7, 2022, representatives of Morgan Lewis and Blank Rome discussed the open issues in the Merger Agreement and certain requirements of Parent with respect to a stockholder rights agreement. On that same day, representatives of Morgan Lewis sent revised drafts of the Tender and Support Agreement and the Merger Agreement to representatives of Blank Rome.

On May 8, 2022, representatives of Blank Rome sent a revised draft of the disclosure schedules to representatives of Morgan Lewis. Over the course of the next two days representatives of Morgan Lewis and Blank Rome exchanged further revised drafts of the disclosure schedules and participated in telephone calls regarding the same.

Throughout the day on May 10, 2022, representatives of Morgan Lewis and Blank Rome continued negotiation of the Merger Agreement and exchanged revised drafts of the Merger Agreement, revised drafts of the equity commitment letter, debt commitment letters, limited guarantee and tender and Support agreement and the parties negotiated the final open issues in the Merger Agreement other transaction documents.

The morning of May 11, 2022, the respective boards of directors of each of the Company, Parent and Merger Sub approved and declared advisable the execution and delivery of the Merger Agreement and the other transactions contemplated by the Merger Agreement upon the terms and subject to the conditions contained therein.

Following the board approvals, the Merger Agreement, the Stockholder Rights Agreement, the Tender & Support Agreements and other ancillary agreements related to the Offer and the Merger were executed by Parent, Merger Sub, the Company and the other respective parties thereto.

Prior to the opening of U.S. stock markets on May 11, 2022, the Company issued a press release announcing the execution of the Merger Agreement.

11. Purpose of the Offer and Plans for the Company; Transaction Documents

Purpose of the Offer and Plans for the Company. The Offer is being made pursuant to the Merger Agreement. The purpose of the Offer is for Parent to acquire control of, and all of the outstanding equity interests

in, the Company. The Offer, as the first step in the acquisition of the Company, is intended to facilitate the acquisition of all outstanding Shares. The Merger Agreement provides, among other things, that the Offeror will be merged with and into the Company and that, upon consummation of the Merger, the Company, as the Surviving Corporation, will become a wholly owned subsidiary of Parent.

If you sell your Shares in the Offer, you will cease to have any equity interest in the Company or any right to participate in its earnings and future growth. If you do not tender your Shares, but the Merger is consummated, you also will no longer have an equity interest in the Surviving Corporation and will not have any right to participate in its earnings and future growth. Similarly, after selling your Shares in the Offer or the conversion of your Shares in the subsequent Merger, you will not bear the risk of any decrease in the value of the Company or the Surviving Corporation, as applicable.

We expect that, following consummation of the Merger and the other Transactions, the operations of the Company, the Surviving Corporation, will be conducted substantially as they currently are being conducted. We do not have any current intentions, plans or proposals to cause any material changes in the Surviving Corporation's business, other than in connection with the Company's current strategic planning.

Nevertheless, the management and/or the board of directors of the Surviving Corporation may initiate a review of the Surviving Corporation to determine what changes, if any, would be desirable following the Offer and the Merger to enhance the business and operations of the Surviving Corporation and may cause the Surviving Corporation to engage in certain extraordinary corporate transactions, such as reorganizations, mergers or sales or purchases of assets, if the management and/or board of directors of the Surviving Corporation decide that such transactions are in the best interest of the Surviving Corporation upon such review.

The Merger Agreement. The following is a summary of certain provisions of the Merger Agreement. This summary is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which has been filed as Exhibit (d)(1) to the Schedule TO and which are incorporated herein by reference. Capitalized terms used in this Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents—The Merger Agreement," but not defined herein have the respective meanings given to them in the Merger Agreement The Merger Agreement may be examined and copies may be obtained in the manner set forth in Section 8—"Certain Information Concerning the Company—Available Information."

The Offer. The Merger Agreement provides that the Offeror will (and Parent will cause the Offeror to) commence (within the meaning of Rule 14d-2 promulgated under the Exchange Act) the Offer and that, upon the terms and subject to the conditions of the Merger Agreement and the Offer, including the satisfaction or waiver of all of the Offer Conditions described in Section 13—"Conditions of the Offer" (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), the Offeror will (and Parent will cause the Offeror to), at or as promptly as practicable following the Expiration Time (as it may be extended in accordance with the Merger Agreement, but in any event within one business day), irrevocably accept for payment, and, at or as promptly as practicable following acceptance for payment, but in any event within three business days thereafter, pay for, all Shares validly tendered and not withdrawn pursuant to the Offer. Pursuant to the terms of the Merger Agreement, unless extended or amended in accordance with the Merger Agreement, the Offer will expire on the date that is twenty business days (determined pursuant to Rule 14d-1(g)(3) promulgated under the Exchange Act) following the commencement (within the meaning of Rule 14d-2 promulgated under the Exchange Act) of the Offer.

Parent and the Offeror expressly reserve the right (but are not obligated to) at any time and from time to time in their sole discretion to waive, in whole or in part, to make any change in their terms of or conditions to the Offer in a manner consistent with the Merger Agreement or to increase the Offer Price; provided, however, that pursuant to the Merger Agreement, without the prior written consent of the Company, the Offeror has agreed that it will not (and Parent will not permit the Offeror to), (a) waive or modify the Minimum Condition or the Termination Condition, or (b) make any change in the terms of the Offer or the Offer Conditions that (1) changes the form of consideration to be paid in the Offer, (2) decreases the Offer Price (except as pursuant to the Merger

Agreement) or the number of Shares sought in the Offer, (3) extends the Offer or extends or otherwise changes the Expiration Time, except as required or permitted by the Merger Agreement, (4) imposes conditions to the Offer other than those set forth in the Merger Agreement, (5) modifies or amends any term or condition of the Offer in any manner that is adverse to the holders of the Shares, (6) provides for any "subsequent offering period" within the meaning of Rule 14d-11 under the Exchange Act, or (7) otherwise amend or modify the terms of the Offer in a manner adverse to the holders of the Shares or in a manner that would reasonably be expected to prevent or materially delay the consummation of the Offer. Under certain circumstances, Parent and the Offeror may terminate the Merger Agreement and the Offer, but Parent and the Offeror are prohibited from terminating the Offer prior to any then-scheduled Expiration Time unless the Merger Agreement has been terminated in accordance with its terms.

Subject to the terms and conditions of the Merger Agreement, unless the Merger Agreement is terminated in accordance with its terms, (a) if any of the Offer Conditions have not been satisfied or waived, the Offeror may (and, if requested by the Company shall, and Parent shall cause the Offeror to), extend the Offer on one or more successive extension periods of up to ten business days each (or any other period as may be approved in advance by the Company) in order to permit satisfaction of all of the Offer Conditions, provided that if the sole remaining unsatisfied Offer Condition is the Minimum Condition, Offeror will not be required (but in its sole discretion may elect) to extend the Offer for more than three occasions in consecutive periods of ten business days each (or such other duration as the parties agree), (b) the Offeror will extend the Offer for any period required by any law or order, or any rule, regulation, interpretation or position of the SEC or its staff or the NYSE or as may be necessary to resolve any comments of the SEC or its staff or the NYSE, in each case, as applicable to the Offer (including for the avoidance of doubt the Schedule 14D-9 or the Offer Documents), and (c) the Offeror will extend the Offer if, at the then-scheduled Expiration Time, the Company brings or has brought any action in accordance with the applicable provisions of the Merger Agreement to enforce specifically the performance of the terms and provisions of the Merger Agreement by Parent or the Offeror, (x) for the period during which such action is pending or (y) by such other time period established by the court presiding over such action, as the case may be.

Notwithstanding the foregoing, in no event is the Offeror required to extend the Offer beyond 11:59 P.M., New York City time, on the Outside Date. The "**Outside Date**" is the date that is 120 days after the date of the Merger Agreement, provided that, (i) if as of the Outside Date, the conditions set forth in the applicable provisions of the Merger Agreement shall not have been satisfied or waived, the Outside Date may be extended on one occasion by the Company or Parent for a period of ninety days by written notice to Parent or the Company, as the case may be, and such date, as so extended, shall be the Outside Date, and (ii) Parent shall have the right to extend the Outside Date by written notice to the Company to any future date to which the termination date of the Debt Commitment Letters is extended in accordance with the terms of the Merger Agreement, but in no event later than the date which is 180 days after the date of the Merger Agreement; provided further, that the right to terminate the Merger Agreement pursuant to the applicable sections of the Merger Agreement will not be available to any party whose breach of the Merger Agreement (including in the case of Parent, any such breach by the Offeror) has been a principal cause of the failure of any condition set forth in Article 7 of the Merger Agreement or the failure of the Acceptance Time to occur on or before the Outside Date

Recommendation. Pursuant to the Merger Agreement, the Company has represented that the Company Board has unanimously (a) determined that the Merger Agreement and the transactions contemplated thereby, including the Offer and the Merger, are advisable, fair to and in the best interests of, the Company and its stockholders, and declared it advisable, for the Company to enter into the Merger Agreement, (b) approved and declared advisable the execution and delivery by the Company of the Merger Agreement, the performance by the Company of its covenants and agreements contained therein and the consummation of the Offer and the Merger and the other transactions contemplated by the Merger Agreement upon the terms and subject to the conditions contained therein, (c) resolved that the Merger Agreement and the Merger will be governed by Section 251(h) of the DGCL and (d) resolved, subject to the terms and conditions set forth in the Merger Agreement, to recommend that the Company Stockholders accept the Offer and tender their Shares to the Offeror pursuant to the Offer (such recommendation, the "**Board Recommendation**").

The Merger. The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, and in accordance with the provisions of the DGCL (including Section 251(h) of the DGCL), at the Effective Time, the Offeror will be merged with and into the Company, and the separate corporate existence of the Offeror will cease and the Company will continue as the Surviving Corporation. Subject to the satisfaction or waiver (to the extent permitted by applicable law) of the conditions to the Merger, the closing of the Merger (the "**Merger Closing**") will take place as soon as practicable following the consummation (as defined in Section 251(h) of the DGCL) of the Offer (but in any event no later than the business day immediately following the Acceptance Time) (the "**Closing Date**"). Subject to the provisions of the Merger Agreement, as promptly as reasonably practicable on the Closing Date, or such other date and time to which the Offeror and the Company may agree in writing, the Company will cause the Merger to be consummated by filing with the Secretary of State of the State of Delaware a certificate of merger executed in accordance with, and in such form as is required by, the relevant provisions of the DGCL (the "**Certificate of Merger**"), and the Company and Offeror will make all other deliveries, filings or recordings required under the relevant provisions of the DGCL to consummate the Merger. The Merger will become effective when the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or such later date and time as is agreed upon by Parent, the Offeror and the Company and specified in the Certificate of Merger (the "**Effective Time**"). The Merger will be governed by Section 251(h) of the DGCL, without a meeting or vote of the stockholders of the Company. Parent, the Offeror and the Company have agreed to take all necessary and appropriate action to cause the Merger to become effective as soon as practicable following the consummation (within the meaning of Section 251(h) of the DGCL) of the Offer, without a meeting or vote of the stockholders of the Company in accordance with Section 251(h) of the DGCL, and upon the terms and subject to the conditions of the Merger Agreement.

Charter, Bylaws, Directors, and Officers. The Merger Agreement provides that at the Effective Time (i) the certificate of incorporation of the Company as in effect immediately prior to the Effective Time will be amended and restated to read in its entirety in the form of the certificate of incorporation of the Offeror as in effect immediately prior to the Effective Time, and, as so amended and restated, will be the certificate of incorporation of the Surviving Corporation and (ii) the bylaws of the Company as in effect immediately prior to the Effective Time will be amended and restated to read in its entirety in the form of the bylaws of the Offeror as in effect immediately prior to the Effective Time, and, as so amended and restated, will be the bylaws of the Surviving Corporation until thereafter changed or amended as provided therein and in the certificate of incorporation of the Surviving Corporation and by applicable law, subject to the terms of the Merger Agreement. The Merger Agreement further provides that at the Effective Time, the directors of the Offeror immediately prior to the Effective Time, or such other individuals designated by Parent as of the Effective Time, will become the directors of the Surviving Corporation and that the officers of the Company immediately prior to the Effective Time will continue as the officers of the Surviving Corporation.

Effect of the Merger on Capital Stock. At the Effective Time:

- each share of common stock of the Offeror issued and outstanding immediately prior to the Effective Time will be converted automatically into and become one validly issued, fully paid and nonassessable share of common stock, par value $0.001 per share, of the Surviving Corporation, and will constitute the only outstanding shares of capital stock of the Surviving Corporation;
- each Cancelled Share issued and outstanding immediately prior to the Effective Time will be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange for such cancellation or retirement; and
- each Share issued and outstanding immediately prior to the Effective Time (other than any Cancelled Shares and any Shares owned by any stockholders who have properly demanded their appraisal rights under Section 262 of the DGCL) will automatically be converted into the right to receive cash in an amount equal to the Offer Price (the "**Merger Consideration**").

Treatment of Equity Awards. The Offer is made only for Shares and is not being made for any outstanding awards of (i) restricted stock units that vest based upon continued service with the Company (the "**Company**

RSU Awards,"). However, pursuant to the terms of the Merger Agreement, immediately prior to the Effective Time, each Vested Company RSU Award that is outstanding immediately prior thereto will by virtue of the Merger automatically and without any action on the part of the Company, Parent or the holder thereof, be cancelled and terminated and converted into the right to receive from the Surviving Corporation an amount in cash equal to the product of (a) the Merger Consideration multiplied by (b) the aggregate number of Shares underlying such Company RSU Award immediately prior to the Effective Time, without interest and less any applicable withholding taxes, which will be paid through payroll to each holder of a cancelled Company RSU Award as promptly as practicable (and in no event later than the next regularly scheduled payroll date) after the Effective Time.

With respect to each Unvested Company RSU Award, pursuant to the terms of the Merger Agreement, immediately prior to the Effective Time, such Awards shall be cancelled and converted into a deferred cash award equal to the product of (a) the Merger Consideration multiplied by (b) the aggregate number of Company Shares underlying such Award, each an "**RSU Replacement Award**". Each RSU Replacement Award will be governed by an individual agreement between the Company and the holder, representing the right to receive a cash payment payable on the earlier of January 20, 2023 or on a termination of employment by the Surviving Corporation without "cause" or by the holder of such RSU Replacement Award for "good reason" (as those terms are defined in the Company's Change of Control Severance Plan (the "**Severance Plan**"), and either such termination, a "**Qualifying Termination**"), and paid, less any applicable without taxes, on the earlier of (a) January 2023 or (b) within 60 days following a Qualifying Termination. The holder of an RSU Replacement Award need not be employed on January 20, 2023 to be eligible to receive the cash payment in respect of such RSU Replacement Award.

Any RSU Awards held bynon-employee directors will receive the same treatment as vested RSU Awards described above.

The Offer was also made only for Shares and is not being made for any outstanding awards of (i) restricted stock units that vest based upon the attainment of performance measures (the "**Company PSU Awards**"). However, pursuant to the terms of the Merger Agreement, immediately prior to the Effective Time, each Vested Company PSU Award that is outstanding immediately prior thereto will by virtue of the Merger automatically and without any action on the part of the Company, Parent or the holder thereof, be cancelled and terminated and converted into the right to receive from the Surviving Corporation an amount in cash equal to the product of (a) the Merger Consideration multiplied by (b) the aggregate number of Shares underlying such Company PSU Award, immediately prior to the Effective Time, assuming target performance, without interest and less any applicable withholding taxes, which will be paid through payroll to each holder of a cancelled Company PSU Award as promptly as practicable (and in no event later than the next regularly scheduled payroll date) after the Effective Time.

With respect to each Unvested Company PSU Award, pursuant to the terms of the Merger Agreement, immediately prior to the Effective Time, such Awards shall be cancelled and converted into a deferred cash award equal to the product of (a) the Merger Consideration multiplied by (b) the aggregate number of Company Shares underlying such Award assuming target performance, each a "**PSU Replacement Award**". Each PSU Replacement Award will be governed by an individual agreement between the Company and the holder, representing the right to receive a cash payment payable on the earlier of January 20, 2023 or on a Qualifying Termination, and paid, less any applicable without taxes, on the earlier of (a) January 2023 or (b) within 60 days following a Qualifying Termination. The holder a PSU Replacement Award need not be employed on January 20, 2023 to be eligible to receive the cash payment in respect of such RSU Replacement Award.

Any PSU Awards held bynon-employee directors will receive the same treatment as vested PSU Awards described above.

Representations and Warranties. In the Merger Agreement, the Company has made customary representations and warranties to Parent and the Offeror with respect to, among other matters, its organization

and qualification, organizational documents and subsidiaries, capitalization, authority, conflicts, required filings and consents, compliance with laws, permits, public filings, financial statements, internal controls and procedures, absence of undisclosed liabilities, absence of certain changes or events (including the absence of a Company Material Adverse Effect (as defined below)), litigation, employee benefit plans, labor matters, intellectual property, tax matters, real property, title to assets, environmental matters, material contracts, insurance, affiliated transactions, compliance with anti-corruption and international trade laws, information to be included in this Offer to Purchase and any other ancillary documents related to the Offer (collectively, the "**Offer Documents**"), the Schedule 14D-9 and any proxy or information statement to be sent to stockholders in connection with the Merger, the fairness opinion of the Company's financial advisor in connection with the Transactions, brokers' fees, the inapplicability of state takeover laws or restrictive provisions in the Company's governing documents and the Company Board Recommendation. Each of Parent and the Offeror has made customary representations and warranties to the Company with respect to, among other matters, organization, authority, conflicts, required filings and consents, litigation, information to be included in the Offer Documents, brokers' fees, solvency, absence of certain arrangements, financing, antitrust ownership of the Offeror and non-ownership of any Shares.

Some of the representations and warranties in the Merger Agreement made by the Company are qualified as to "materiality" or a "Material Adverse Effect." For purposes of the Merger Agreement, "Company Material Adverse Effect," as it relates to the Company (a "**Company Material Adverse Effect**"), means any state of facts, change, condition, occurrence, effect, event, circumstance or development (each an "**Effect**", and collectively, "**Effects**"), individually or in the aggregate, that (a) has had a material adverse effect on the business, assets, properties, condition (financial or otherwise) or results of operations of the Company and its subsidiaries, taken as a whole or (b) would prevent the Company from consummating, or to materially impair or materially delay the ability of the Company to consummate, the Merger or any of the other Transactions; *provided*, *however*, that, solely in the case of clause (a), no Effect (by itself or when aggregated or taken together with any and all other effects) to the extent directly resulting from any of the following will be taken into account when determining whether a "Company Material Adverse Effect" has occurred, except to the extent any Effect directly or indirectly results from, arises out of or is attributable to the matters described in following clauses (i) through (vi), to the extent such Effect disproportionately and adversely affects the Company and its subsidiaries relative to other companies operating in any industry or industries in which the Company or its subsidiaries operate (in which case, the incremental disproportionate impact or impacts will be taken into account in determining whether there has been, or would reasonably be expected to be, a "Company Material Adverse Effect"): (i) general economic conditions (or changes in such conditions) in the United States or any other country or region in the world, or conditions in the global economy generally; (ii) general conditions (or changes in such conditions) in the securities markets, capital markets, credit markets, currency markets or other financial markets in the United States or any other country or region in the world, including (A) changes in interest rates in the United States or any other country or region in the world and changes in exchange rates for the currencies of any countries and (B) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world; (iii) general conditions (or changes in such conditions) in the chemical industry or any other industries in which the Company or its subsidiaries operate; (iv) political conditions (or changes in such conditions) in the United States or any other country or region in the world, or acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism) in the United States or any other country or region in the world; (v) earthquakes, hurricanes, tsunamis, tornadoes, floods, epidemics, pandemics (including COVID-19), cyberattacks, mudslides, wild fires or other natural disasters, weather conditions and other force majeure events in the United States or any other country or region in the world; (vi) changes or proposed changes in law after the date of the Merger Agreement (or the interpretation thereof), any COVID-19 Measures (as defined in the Merger Agreement) or any change in any COVID-19 Measures (or the interpretation thereof), or changes or proposed changes in GAAP, as applied in the United States, or other accounting standards (or the interpretation thereof); (vii) the announcement of, or the compliance with, the Merger Agreement, or the pendency or consummation of Transactions, including (A) the identity of Parent, the Offeror or their affiliates and (B) the termination (or the failure or potential failure to

renew or enter into) any Contracts (as defined in the Merger Agreement) with customers, suppliers, distributors or other business partners, and (C) any other negative development in the Company's relationships with any of its customers, suppliers, distributors or other business partners; *provided* that, (1) this clause (vii) will not apply to the representations and warranties set forth in the applicable provision of the Merger Agreement or the consummation of the Transactions or the conditions set forth in clause (B)(2) of Annex A to the Merger Agreement with respect to the representations and warranties set forth in the applicable provision of the Merger Agreement and (2) in the case of subclauses (A), (B) and (C) of this clause (vii), the Company and its subsidiaries have complied with their obligations under the applicable provision of the Merger Agreement; (viii) any actions taken or failure to take action, in each case, by Parent or any of its controlled affiliates, or the taking of any action required by the Merger Agreement (other than any action required by the applicable provision of the Merger Agreement), or the failure to take any action prohibited by the Merger Agreement; (ix) any voluntary departure of any officers, directors, employees or independent contractors of the Company or its subsidiaries, directly resulting from, arising out of, attributable to, or related to the Transactions; or (x) changes in the Company's stock price or the trading volume of the Company's stock, in and of itself, or any failure by the Company to meet any estimates or expectations of the Company's revenue, earnings or other financial performance or results of operations for any period, in and of itself, or any failure by the Company to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations, in and of itself (but not, in each case, the underlying cause of such changes or failures, unless the underlying cause of such changes or failures would otherwise be excepted from the definition of a "Company Material Adverse Effect").

The representations, warranties and covenants contained in the Merger Agreement have been made by each party to the Merger Agreement solely for the benefit of the other parties, and those representations, warranties and covenants should not be relied on by any other person. In addition, those representations, warranties and covenants:

- have been made only for purposes of the Merger Agreement;
- with respect to the Company, have been qualified by (i) matters specifically disclosed in any reports filed by the Company with the SEC on or after January 1, 2020 and prior to the date of the Merger Agreement (subject to certain exceptions) and (ii) confidential disclosures made to Parent and the Offeror in the disclosure letter delivered in connection with the execution of the Merger Agreement—such information modifies, qualifies and creates exceptions to the representations and warranties in the Merger Agreement;
- will not survive consummation of the Merger (except as otherwise stated in the Merger Agreement);
- have been included in the Merger Agreement for the purpose of allocating risk between the contracting parties rather than establishing matters of fact;
- were made only as of the date of the Merger Agreement or such other date as is specified in the Merger Agreement; and
- are subject to materiality qualifications contained in the Merger Agreement which may differ from what may be viewed as material by investors, including qualifications as to "materiality" or a "Company Material Adverse Effect," as described above.

Covenants. *Conduct of Business.* The Merger Agreement obligates the Company and its subsidiaries, from the date of the Merger Agreement until earlier of the Effective Time and the valid termination of the Merger Agreement pursuant to its terms, except as disclosed in the disclosure schedule delivered in connection with the execution of the Merger Agreement, as required by applicable law (including any COVID-19 Measures (as defined in the Merger Agreement)) or as expressly required by the Merger Agreement, or otherwise with the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed), to (1) conduct its operations in all material respects in the ordinary course of business consistent with past practice, (2) use its commercially reasonable efforts to maintain and preserve substantially intact its business organization, (3) use its

commercially reasonable efforts to preserve its relationships with key employees, customers, suppliers, developers, contractors, vendors, licensors, licensees, distributors, lessors and others having significant business dealings with the Company or any of its subsidiaries and (4) comply in all material respects with applicable law; provided, that during any period of full or partial suspension of operations related to COVID-19 or any COVID-19 Measures, the Company or any of its Subsidiaries may, in connection with COVID-19 or any COVID-19 Measures, take such actions as are reasonably necessary (as determined by the Company in good faith) and so long as the Company has provided reasonable notice to and reasonably consulted with Parent prior to taking such actions (i) to protect the health and safety of the Company's or its subsidiary's employees and other individuals having business dealings with the Company or its subsidiary or (ii) to reasonably respond to third-party supply or service disruptions caused by COVID-19 or any COVID-19 Measures; provided, further, that following any such suspension, to the extent that the Company or any of its subsidiaries took any actions pursuant to the immediately preceding proviso that caused deviations from its business being conducted in the ordinary course of business consistent with past practice, the Company and its subsidiaries will resume conducting its business in the ordinary course of business consistent with past practice in all material respects as soon as reasonably practicable. The Merger Agreement also contains specific restrictive covenants as to certain activities of the Company and its subsidiaries prior to the Effective Time or termination of the Merger Agreement pursuant to its terms which provide that the Company and its subsidiaries will not, except as disclosed in the disclosure schedule delivered in connection with the execution of the Merger Agreement, as required by applicable law (including any COVID-19 Measures) or as expressly required by the Merger Agreement, or otherwise with the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed):

- amend, modify, waive, rescind or otherwise change the Company Charter or the Company Bylaws or the comparable organizational and governance documents of any Company Subsidiary;
- issue, sell, pledge, dispose of, grant, transfer or encumber any shares of capital stock of, or other Equity Interests in, the Company or any Company Subsidiary, or any rights based on the value of any such Equity Interests (except for transactions between the Company and any wholly owned Company Subsidiaries or between wholly owned Company Subsidiaries, other than the issuance of Company Shares upon the exercise of Company Stock Options or the vesting or settlement of Company Equity Awards outstanding as of the date hereof;
- except in the ordinary course of business, directly or indirectly, sell, lease, license, sell and leaseback, abandon, mortgage or otherwise encumber or dispose (each, a "Disposal") of or subject to any lien in whole or in part any of its properties, assets (including any intellectual property) or rights or any interest therein (in each case, other than for any Disposals that would be immaterial to the Company), except for any such transaction between or among the Company and any wholly owned subsidiary (or between or among any such subsidiaries) and subject to certain additional exceptions set forth in the Merger Agreement;
- authorize, declare, set aside, make or pay any dividend or other distribution (whether payable in cash, stock, property or a combination thereof) with respect to any of its capital stock or other equity interests (other than dividends paid by a wholly owned Company Subsidiary to the Company or another wholly owned subsidiary of the Company, or distributions consisting solely of rights distributed in tandem with the issuance of shares of underlying common stock of the Company issued in the ordinary course of business not in violation of the Merger Agreement);
- reclassify, combine, split, subdivide or make any similar change or amend the terms of, or redeem, purchase or otherwise acquire, directly or indirectly, any of the Company's capital stock or other equity interest of the Company or its subsidiaries, except (A) certain transactions related to the Company Equity Awards (as described in the Merger Agreement) or (B) cash dividends paid to the Company or any wholly owned subsidiary of the Company by a wholly owned subsidiary of the Company with regard to its capital stock or other equity interests;

- merge or consolidate the Company or its subsidiaries with any person or entity or adopt a plan of complete or partial liquidation or resolutions providing for a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or its subsidiaries, other than transactions between or among the Company and any wholly owned subsidiary of the Company (or between or among any such subsidiaries);
- acquire (including by merger, consolidation or acquisition of stock or assets) any equity interest in or the material assets of any Person or business, or make any loan, advance or capital contribution to, or investment in, any Person or business;
- incur any indebtedness or issue any debt securities or assume or guarantee the obligations in respect of indebtedness for borrowed money or debt securities of any person or enter into any "keep well" or other agreement to maintain any financial statement condition of another person, except for (i) transactions between the Company and any wholly owned Company subsidiary or between wholly owned company subsidiaries or (ii) letters of credit that are cash collateralized by the Company credit facility in an amount not to exceed five million dollars ($5,000,000) in the aggregate, surety bonds and similar instruments issued in the ordinary course of the Company's business consistent with past practice, including the pledging of cash or other security as may be required by the issuer in connection therewith, (B) incur any indebtedness or issue any letters of credit under the Company credit facility or (C) make any loans or capital contributions to, or investments in, any other person, other than to any wholly owned company subsidiary;
- enter into any contract (subject to certain exceptions) that includes a change of control or similar provision that would require a material payment to or would give rise to any material rights (including termination rights) of the other party or parties thereto as a result of the consummation of the Merger or the other Transactions or that would reasonably be expected to require a material payment to or would give rise to any material rights (including termination rights) of the other party or parties if a change of control of Parent were to occur immediately following consummation of the Merger, (B) enter into any contract that would have been a Company Material Contract (as defined in the Merger Agreement) (subject to certain exceptions) or a Company Real Property Lease (as defined in the Merger Agreement) if it were in effect as of the date of the Merger Agreement (subject to certain exceptions), or (C) materially modify or materially amend in a manner adverse to the Company, cancel or terminate or waive, release or assign any material rights or claims with respect to, any Company Material Contract or Company Real Property Lease;
- other than as required by any Benefit Plan as in effect on the date of this Agreement or by applicable Law, (A) increase the compensation or benefits of any Company Employee, other than in the ordinary course of business consistent with past practice to any Company Employee whose total annual cash compensation opportunity does not exceed two hundred thousand dollars ($200,000); (B) adopt or provide any new rights to severance, change of control, retention or termination pay to any Company Employee; (C) establish, adopt, enter into, amend in any material respect or terminate any Benefit Plan or any collective bargaining agreement, other than offer letters or consulting agreements that do not include severance protections or transaction payments with respect to any Participant whose total annual cash compensation opportunity does not exceed two hundred thousand dollars ($200,000); (D) take any action to amend or waive any performance or vesting criteria or accelerate the vesting, exercisability or funding under any Benefit Plan; or (E) hire or terminate (other than for cause or due to death or disability), other than in the ordinary course of business consistent with past practice to any Company Employee whose total annual cash compensation opportunity does not exceed two hundred thousand dollars ($200,000);
- make any material change in financial accounting policies, practices, principles, methods or procedures, other than as required by GAAP or Regulation S-X promulgated under the Exchange Act or other applicable rules and regulations of the SEC or Law including any interpretations thereof or any changes to any of the foregoing;

- other than as required by applicable Law, (A) make, revoke or change any material Tax election; (B) file any material amended Tax Return; (C) settle or compromise any claim relating to a material amount of Taxes of the Company or any Company Subsidiary for an amount materially in excess of amounts reserved; (D) enter into any "closing agreement" within the meaning of in Section 7121 of the Code (or any analogous provision of state, local or foreign Law) relating to a material amount of Taxes; (E) surrender any right to claim a material Tax credit or refund; (F) fail to timely file any material Tax Return required to be filed (after taking into account any extensions) by the applicable entity, (G) prepare any material Tax Return on a basis inconsistent with past practice, (H) consent to any extension or waiver of any limitation period with respect to any material claim or assessment for Taxes or (I) adopt or change any material Tax accounting principle, method, period or practice;
- waive, release, assign, settle, or compromise any claims, liabilities or obligations arising out of, related to or in connection with litigation (other than litigation arising in connection with or contemplated by the Merger Agreement, which is governed by the terms of the Merger Agreement) or other proceedings other than settlements of, or compromises for, any such litigation or other proceedings (A) funded, subject to payment of a deductible or self-insured retention, not to exceed five hundred thousand dollars ($500,000), solely by insurance coverage maintained by the Company or the Company Subsidiaries or (B) for less than five hundred thousand dollars ($500,000) (net of any insurance coverage maintained by the Company or the Company Subsidiaries) in the aggregate, in each case that would not grant any material injunctive or equitable relief or impose any material restrictions or changes on the business or operations of the Company or any Company Subsidiary and without any admission of wrongdoing or liability on the Company or Parent or any of their respective Subsidiaries;
- make any capital expenditure in excess of the amounts set forth in the Company's capital expenditure budget made available to Parent, other than unbudgeted capital expenditures not in excess of two hundred thousand dollars ($200,000) in the aggregate per fiscal quarter;
- enter into any Contract or transaction between the Company or any of its Subsidiaries, on the one hand, and any Affiliate or director or officer of the Company on the other hand, or enter into any other Contract or transaction with any other Person, in each case, that would be required to be reported by the Company pursuant to Item 404 of Regulation S-K under the Exchange Act;
- make any loans or advances (other than advances in the ordinary course of business for travel and other normal business expenses or any advancement of expenses under the Company Charter or Company Bylaws or equivalent governing documents of any Company Subsidiary) to stockholders, directors, officers or employees of the Company;
- commence any new line of business in which it is not engaged on the date of this Agreement or discontinue any existing line of business;
- fail to use commercially reasonable efforts to maintain or renew any material Company Intellectual Property;
- voluntarily fail to maintain, cancel or materially change coverage under, in a manner materially detrimental to the Company or any of its Subsidiaries, any insurance policy maintained with respect to the Company and its Subsidiaries and their assets and properties; *provided*, that in the event of a termination, cancellation or lapse of any insurance policies, the Company shall use commercially reasonable efforts to promptly obtain replacement policies providing insurance coverage with respect to the assets, operations and activities of the Company and its Subsidiaries no less favorable than the terms of such terminated, cancelled or lapsed policy;
- enter into, adopt or authorize the adoption of any stockholder rights agreement, "poison pill" or similar antitakeover agreement or plan (other than the Rights Plan) as described below;
- grant any material refunds, credits, rebates or allowances to any customers of the Company or the Company Subsidiaries except in the ordinary course of business; or
- authorize, agree or commit, in writing or otherwise, to do any of the foregoing.

Stockholder Rights Plan. Pursuant to the Merger Agreement, on May 11, 2022, the Company adopted a stockholder rights plan (the "**Rights Plan**") in the form previously approved by Parent. Except as set forth below, the Company has agreed to not, without the Parent's prior written consent (not to be unreasonably delayed), amend or waive any provision of the Rights Plan or redeem any of the rights issued under the Rights Plan, or take any action to exempt any person under the Rights Plan. The Company's Board may amend or waive any provision of the Rights Plan or redeem such rights, or take any action to exempt any person under the Rights Plan if (i) (A) neither the Company (nor any subsidiary) nor any representative of the Company (or any subsidiary) shall have breached any of the provisions set forth in no-solicitation or stockholder meeting provisions in the Merger Agreement, (B) the Company board of directors determines in good faith, after having consulted with our outside legal counsel, that the failure to amend the Rights Plan, waive such provision or redeem such rights would be inconsistent with by the board of directors' fiduciary duties under applicable Delaware law, and (C) the Company provides Parent with written notice of the Company's intent to take such action at least three business days before taking such action; or (ii) a court of competent jurisdiction orders the Company to take such action or issues an injunction mandating such action.

Stockholder Approval. If the Offer is consummated and as a result the Offeror owns Shares, together with any Shares then owned by the Offeror, Parent and any of their respective affiliates, that represent a majority of the then-outstanding Shares, we will not seek the approval of the Company's remaining public stockholders before effecting the Merger. Section 251(h) of the DGCL provides that, subject to certain statutory requirements, if following consummation of a successful tender offer for a public corporation, the acquirer holds at least the amount of shares of each class of stock of the target corporation that would otherwise be required to approve a merger involving the target corporation, and the other stockholders receive the same consideration for their stock in the merger as was payable in the tender offer, the acquirer can effect a merger without the action of the other stockholders of the target corporation. Therefore, the parties have agreed that, subject to the conditions specified in the Merger Agreement, the Merger Closing will take place as soon as practicable after the consummation of the Offer without a meeting or vote of the stockholders of the Company, in accordance with Section 251(h) of the DGCL.

No Solicitation. The Company agrees that it will not, and that it will cause its subsidiaries and its and their representatives not to, (i) directly or indirectly initiate, solicit, knowingly facilitate (including by providing access to its properties, books and records or data or any non-public information concerning the Company or its subsidiaries to any third party or group for the purpose of facilitating any inquiries, proposals or offers relating to any Company Acquisition Proposal) or knowingly encourage any inquiries, proposal or offer that constitutes or would reasonably be expected to lead to a Company Acquisition Proposal (as defined below) or the consummation thereof or enter into, continue or otherwise participate or engage in any discussions or negotiations with respect thereto, (ii) approve, endorse or recommend, or publicly propose to approve, endorse or recommend, any proposal that constitutes or could reasonably be expected to lead to any Company Acquisition Proposal, (iii) effectuate a Company Change of Board Recommendation (as defined below), (iv) enter into any merger agreement, acquisition agreement, letter of intent or other similar agreement or arrangement relating to any Company Acquisition Proposal (other than a confidentiality agreement that contains confidentiality and non-use and other provisions that are at least as restrictive in all respects with respect to the Company or Parent, as applicable, than those contained in the Confidentiality Agreement (as defined below), except that such confidentiality agreement (i) need not contain any standstill or similar provisions and (ii) will not include any provisions calling for any exclusive right to negotiate with such party or having the effect of prohibiting the Company or Parent from satisfying its obligations under the Merger Agreement (an "**Acceptable Confidentiality Agreement**"), (v) take any action to exempt any Person from, or make any acquisition of securities of the Company by any Person not subject to, any state takeover statute or similar statute or regulation or any similar anti-takeover provision in the Company Charter or the Company Bylaws, that applies to the Company or (vi) authorize any of, or commit, resolve or agree to do any of the foregoing.

Subject to the applicable non-solicitation provisions of the Merger Agreement, the Company will, and will cause its subsidiaries and representatives (on behalf of the Company or the its subsidiaries) to, (A) promptly

(and, in any event, within twenty-four hours after the execution of the Merger Agreement) cease any discussion or negotiation with any person or entity (other than Parent and its affiliates and representatives on its behalf) prior to the date of the Merger Agreement by the Company, its subsidiaries or any of its representatives with respect to any Company Acquisition Proposal, (B) promptly (and, in any event, within twenty-four hours after the execution of the Merger Agreement) terminate access by any third party to any physical or electronic data room relating to any Company Acquisition Proposal or any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to a Company Acquisition Proposal and (C) promptly (and in any event within two business days after the execution of the Merger Agreement) request the prompt return or destruction of any confidential information provided to any third party. Notwithstanding anything to the contrary contained in the Merger Agreement, the Company and its representatives may (A) contact any person or entity that has made after the date of the Merger Agreement a *bona fide*, unsolicited Company Acquisition Proposal solely in order to seek to clarify and understand the terms and conditions thereof (which contact, for the avoidance of doubt, will not include any negotiation of such terms or conditions) in order to determine whether such inquiry, proposal or offer constitutes or would reasonably be expected to lead to a Superior Company Proposal (as defined below) and (B) inform a third party that has made or is considering making a Company Acquisition Proposal of the applicable non-solicitation provisions of the Merger Agreement.

Notwithstanding the foregoing, if, at any time following the date of the Merger Agreement and prior to the Effective Time, (i) the Company receives a *bona fide* written Company Acquisition Proposal from a third party, which Company Acquisition Proposal was made or renewed on or after the date of the Merger Agreement and does not result from a breach (other than a de minimis breach) of the obligations set forth in certain provisions in the Merger Agreement related to non-solicitation and (ii) the Company Board determines in good faith, after consultation with its financial advisors and outside counsel, that such Company Acquisition Proposal constitutes or would reasonably be expected to lead to a Superior Company Proposal and the failure to take the following actions would be inconsistent with the directors' fiduciary duties under applicable law, then the Company may (A) enter into an Acceptable Confidentiality Agreement with and furnish information with respect to the Company and its subsidiaries (including nonpublic information) to the third party making such Company Acquisition Proposal or its representatives, and (B) participate in discussions or negotiations with such third party making such Company Acquisition Proposal and its representatives regarding such Company Acquisition Proposal (subject to the notification and other requirements of the applicable non-solicitation provisions of the Merger Agreement); *provided* that the Company (1) will not, and will cause its subsidiaries and representatives not to, disclose any nonpublic information to such third party or its representatives without first entering into an Acceptable Confidentiality Agreement with such third party or its representatives, as applicable, and (2) will provide to Parent any nonpublic information concerning the Company or its subsidiaries provided or made available to such other person or entity that was not previously provided or made available to Parent concurrently with after the provision of such information is provided to such other person or entity.

The Company will promptly (and in any event within twenty-four hours after receipt by the Company) notify Parent in the event that the Company receives any Company Acquisition Proposal, which notice will include the identity of the third party making such Company Acquisition Proposal (unless prohibited by the terms of the applicable confidentiality agreement between the Company and such third party (to the extent such agreement was entered into prior to the date of the Merger Agreement), in which case the Company shall use reasonable best efforts to cause the applicable provisions of such confidentiality agreement to be amended or waived in order to permit disclosure of the identity of such third party) and a copy of the terms of such Company Acquisition Proposal and any written documentation provided in connection therewith (or, where such Company Acquisition Proposal is not in writing, a detailed summary of the material terms and conditions of such Company Acquisition Proposal). Without limiting the foregoing, the Company will promptly (and in any event at least twenty-four hours prior to such provision or engagement) advise Parent if the Company determines to begin providing information or to engage in discussions or negotiations concerning a Company Acquisition Proposal pursuant to the applicable provision of the Merger Agreement. Thereafter, the Company will keep Parent informed on a prompt (and, in any event, within twenty-four hours) basis of the status and material details

(including amendments or proposed amendments) of any such Company Acquisition Proposal (including providing copies of any written documentation material relating to such Company Acquisition Proposal).

Notwithstanding anything to the contrary contained in the Merger Agreement, the Company Board may, at any time prior to the Acceptance Time, and subject to compliance with the requirements of the Merger Agreement, effect a Company Change of Board Recommendation in response to a Company Intervening Event (as defined below) if the Company Board determines in good faith, after consultation with outside counsel, that the failure to effect a Company Change of Board Recommendation in response to such Company Intervening Event would be inconsistent with the directors' fiduciary duties under applicable law.

At any time prior to the Acceptance Time, the Company may terminate the Merger Agreement in order to enter into a definitive agreement with respect to a Superior Company Proposal, but only if the Company has not breached, in any respect (other than a de minimis breach), its obligations under the applicable non-solicitation provisions of the Merger Agreement with respect to such Superior Company Proposal; *provided*, that the Company (i) pays, or causes to be paid, to Parent the Company Termination Fee payable pursuant to the Merger Agreement prior to or concurrently with such termination and (ii) immediately following or concurrently with such termination, enters into a definitive acquisition agreement that documents the terms and conditions of such Superior Company Proposal.

Notwithstanding the foregoing, the Company will not be entitled to effect a Company Change of Board Recommendation pursuant to the applicable non-solicitation provisions of the Merger Agreement or terminate the Merger Agreement pursuant to the applicable provisions of the Merger Agreement unless (x) the Company has provided to Parent at least four business days' prior written notice (the "**Company Notice Period**") of the Company's intention to take such action, which notice specifies the material terms and conditions of such Company Acquisition Proposal (and have provided to Parent a copy of the available proposed transaction agreement to be entered into in respect of such Company Acquisition Proposal), or a detailed written description of such Company Intervening Event, as applicable, and (y) (i) during the Company Notice Period, if requested by Parent, the Company engages in good faith negotiations with Parent regarding any adjustment or amendment to the Merger Agreement or any other agreement proposed in writing by Parent; and (ii) the Company Board has considered in good faith any proposed adjustments or amendments to the Merger Agreement (including a change to the price terms of the Merger Agreement) and any other agreements that may be proposed in writing by Parent no later than 11:59 A.M., New York City time, on the last day of the Company Notice Period and has determined in good faith, after consultation with its financial advisors and outside counsel, that (A) the failure to make a Company Change of Board Recommendation pursuant to the applicable non-solicitation provisions of the Merger Agreement or terminate the Merger Agreement pursuant to the applicable provisions of the Merger Agreement, as applicable, would be inconsistent with the directors' fiduciary duties under applicable law and (B) in the case of any action proposed to be taken pursuant to the applicable non-solicitation provisions of the Merger Agreement, such Company Acquisition Proposal continues to constitute a Superior Company Proposal. Any (A) material changes relating to such Company Intervening Event or (B) material revisions to such Superior Company Proposal offered in writing by the party making any such Superior Company Proposal, as applicable, constitutes a new Company Intervening Event or Company Acquisition Proposal, as applicable, and, in each case, the Company is required to deliver a new written notice to Parent and to again comply with the requirements of the applicable non-solicitation provisions of the Merger Agreement with respect to such new written notice, except that the Company Notice Period will be three business days (rather than four business days) with respect thereto, but no such new written notice will shorten the original Company Notice Period.

For purposes of the Merger Agreement, "**Company Acquisition Proposal**" means any offer or proposal from a third party (other than Parent, the Offeror or their respective affiliates) concerning (a) a merger, consolidation, or other business combination transaction (including any single- or multi-step transaction) or series of related transactions involving the Company in which any person or entity or group (as defined in Section 13(d) of the Exchange Act) would acquire beneficial ownership of equity interests representing 20% or more of the voting power of the Company, (b) a sale, lease, license, mortgage, pledge or other disposition,

directly or indirectly, by merger, consolidation, business combination, share exchange, partnership, joint venture or otherwise, of assets of the Company (including equity interests of a subsidiary of the Company) or the subsidiaries of the Company representing 20% or more of the consolidated assets of the Company and its subsidiaries based on their fair market value as determined in good faith by the Company Board, (c) an issuance or sale (including by way of merger, consolidation, business combination, share exchange, joint venture or otherwise) of equity interests representing 20% or more of the voting power of the Company or a tender offer or exchange offer in which any person or entity or group (as defined in Section 13(d) of the Exchange Act) would acquire beneficial ownership, or the right to acquire beneficial ownership, of equity interests representing 20% or more of the voting power of the Company, or (d) any combination of the foregoing (in each case, other than the Merger).

For purposes of the Merger Agreement, "**Company Change of Board Recommendation**" means the Company Board (a) withholds or withdraws (or changes, modifies, amends or qualifies in a manner adverse to Parent or Offeror) (or publicly proposes to withhold or withdraw (or change, modify, amend or qualify)) the Board Recommendation, (b) approves, endorses, adopts, recommends or otherwise declares advisable (or publicly proposes, or announces an intention, to approve, endorse, adopt, recommend or otherwise declare advisable), any Company Acquisition Proposal, (c) fails to include the Board Recommendation in the Schedule 14D-9 to be filed in connection with the Merger Agreement and the Transactions, (d) if any Company Acquisition Proposal has been made public, fails to reaffirm the Board Recommendation upon request of Parent within the earlier of three business days prior to the then-scheduled Expiration Time or five business days after Parent requests in writing such reaffirmation with respect to such Company Acquisition Proposal or (e) fails to recommend, in a Solicitation/Recommendation Statement on Schedule 14D-9, against any Company Acquisition Proposal subject to Regulation 14D under the Exchange Act within ten business days after the commencement of such Company Acquisition Proposal; *provided*, *however*, that (i) any written notice of the Company's intention to make a Company Change of Board Recommendation prior to effecting such Company Change of Board Recommendation in accordance with the terms of the Merger Agreement in and of itself will not be deemed a Company Change of Board Recommendation, and (ii) Parent may make such request pursuant to clause (d) of this definition only once with respect to such Company Acquisition Proposal unless such Company Acquisition Proposal is subsequently publicly modified in which case Parent may make such request once each time such a modification is made.

For purposes of the Merger Agreement, "**Company Intervening Event**" means any fact, change, condition, occurrence, effect, event, circumstance or development with respect to the Company and the Company Subsidiaries, taken as a whole, that (a) was not known or reasonably foreseeable (with respect to substance or timing) to the Company Board as of or prior to the date of this Agreement (or if known or reasonably foreseeable, the consequences of which were not known or reasonably foreseeable to the Company Board as of or prior to the date of this Agreement) and (b) first becomes known to the Company Board after the execution of this Agreement and at any time prior to the Acceptance Time; provided, however, that the following shall not be deemed to be a Company Intervening Event: any change, condition, occurrence, effect, event, circumstance or development that (i) is set forth in clauses (1) through (vi) of the definition of "Company Material Adverse Effect," (ii) involves or relates to a Company Acquisition Proposal or a Superior Company Proposal (which, for purposes of this definition, shall be read without reference to any percentages set forth in the definitions of "Company Acquisition Proposal" or "Superior Company Proposal") or any inquiry or communications or matters relating thereto, (ii) results from a breach of this Agreement by the Company or (iii) solely results from a change, after the execution and delivery of this Agreement and in and of itself, in the market price or trading volume of the Company Shares (however the underlying reasons for such change may constitute a Company Intervening Event).

For purposes of the Merger Agreement, "**Superior Company Proposal**" a bona fide written Company Acquisition Proposal (except the references therein to "20% or more" shall be replaced by "more than 50%"), made by a Third Party which the Company Board has determined, in the good faith judgment of the Company Board (after consultation with its financial advisors and outside legal counsel), taking into account such factors

as the Company Board considers in good faith to be appropriate (including the conditionality, timing and likelihood of consummation of, and the Person or group making, such proposals), (a) is reasonably likely to be consummated in accordance with its terms, taking into account all legal, financial, regulatory, timing and other aspects of the proposal (including financing thereof) and the Person making the Company Acquisition Proposal and (b) if consummated in accordance with its terms, would result in a transaction that is more favorable to the Company's stockholders than the Merger and the other transactions contemplated by this Agreement, in each case, taking into account any changes to the terms of this Agreement proposed in writing by Parent, pursuant to, and in accordance with, Section 6.3 and taking into account any legal, financial, timing, regulatory and approval considerations, the sources, availability and terms of any financing, financing market conditions and the existence of a financing contingency, the likelihood of termination, the timing of closing, and the identity of the Person or Persons making the Company Acquisition Proposal.

Notwithstanding anything to the contrary contained in the applicable non-solicitation provisions of the Merger Agreement will prohibit the Company or the Company Board from (i) disclosing to the stockholders of the Company a position contemplated by Rule 14e-2(a), Rule 14d-9 and Item 1012(a) of Regulation M-A promulgated under the Exchange Act, (ii) making any legally required disclosure to the stockholders of the Company or (iii) issuing a "stop, look and listen" statement pending disclosure of its position, as contemplated by Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act, *provided*, that such statement will not constitute a Company Change of Board Recommendation.

Notwithstanding anything to the contrary contained in the applicable non-solicitation provisions of the Merger Agreement, the Company will not grant any waiver or release under, or fail to enforce, any standstill or similar agreement; *provided*, *however*, at any time prior to the Acceptance Time, the Company may grant a waiver or release under any standstill agreement, or any provision of any confidentiality or similar agreement with similar effect, if the Company Board determines in good faith (after consultation with its outside legal counsel) that the failure to take such action would be inconsistent with the directors' fiduciary duties under applicable law. The Company will provide written notice to Parent of the waiver or release of any standstill by the Company, including disclosure of the identities of the parties thereto (unless prohibited by the terms of the applicable confidentiality agreement between the Company and such Third Party (to the extent such agreement was entered into prior to the date of the Merger Agreement), in which case the Company shall use reasonable best efforts to cause the applicable provisions of such confidentiality agreement to be amended or waived in order to permit disclosure of the identity of such Third Party) and a summary of the material circumstances relating thereto. Except for the waiver or release of any standstill, or any provision of any confidentiality or similar agreement with similar effect, as contemplated by the applicable non-solicitation provisions of the Merger Agreement, the Company will not release or permit the release of any person or entity from, or amend, waive, terminate or modify, and will not permit the amendment, waiver, termination or modification of, any provision of, any confidentiality or similar agreement or provision to which the Company or its subsidiaries are a party or under which the Company or its subsidiaries have any rights. The Company will not, and will not permit any subsidiary of the Company to, enter into any confidentiality or similar agreement subsequent to the date of the Merger Agreement that prohibits the Company from providing to Parent the information specifically required to be provided to Parent pursuant to the applicable non-solicitation provisions of the Merger Agreement.

Employee Benefits Matters. From and after the Effective Time, the Company will, and Parent will cause the Surviving Corporation to, honor all benefit plans in accordance with their terms as in effect immediately prior to the Effective Time or as such terms may be amended in accordance with the applicable benefit plan after the Effective Time. Notwithstanding the generality of the foregoing, for a period of one year following the Effective Time (or, if earlier, until the applicable Continuing Employee, defined below, ceases employment with the Company), Parent will provide, or will cause to be provided, to each company employee who is employed by the Company or the subsidiaries of the Company immediately prior to the Effective Time who continues in the employ of Parent, the Surviving Corporation or any of their respective affiliates on or after the Effective Time (each, a "**Continuing Employee**") (i) a base salary or wage rate and short-term incentive cash compensation opportunities that are no less favorable in the aggregate, than the aggregate base salary or wage rate and short-

term incentive cash compensation opportunities that were provided to the Continuing Employee immediately before the Effective Time, (ii) severance benefits and protections that are no less favorable than those provided to such Continuing Employee immediately prior to the Effective Time and (iii) retirement, health, welfare and employee and fringe benefits (excluding severance, post-employment welfare, equity or equity-based compensation and defined benefit pension benefits), that are no less favorable in the aggregate than those provided to the Continuing Employee immediately before the Effective Time.

Parent acknowledges that a "change in control" (or similar phrase) within the meaning of the Benefit Plans will occur at the Effective Time.

For purposes of vesting, eligibility to participate and for calculating severance and vacation entitlements under the employee benefit plans of Parent and its subsidiaries (each, a "**New Plan**"), each Continuing Employee will be credited with his or her years of service with the Company and the subsidiaries of the Company and their respective predecessors before the Effective Time, to the same extent as such Continuing Employee was entitled before the Effective Time, to credit for such service under any similar benefit plan in which such Continuing Employee participated or was eligible to participate immediately prior to the Effective Time; *provided*, that the foregoing will not apply to the extent that its application would result in a duplication of benefits. In addition and without limiting the generality of the foregoing, (A) each Continuing Employee will be immediately eligible to participate, without any waiting time, in any and all New Plans to the extent that coverage under such New Plans is comparable to a benefit plan in which such Continuing Employee participated immediately prior to the Effective Time (such plans, collectively, the "**Old Plans**") and (B) for purposes of each New Plan providing medical, dental, pharmaceutical or vision benefits to any Continuing Employee, Parent will use its commercially reasonable efforts to cause all eligibility waiting periods, pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents, unless such conditions would not have been waived under the comparable Old Plans, and Parent will use its commercially reasonable efforts to cause any eligible expenses incurred by such employee and his or her covered dependents during the portion of the plan year of the Old Plans ending on the date such employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

Pursuant to the terms of the Merger Agreement, if requested by Parent in writing delivered to the Company no less than five business days prior to the closing of the Transaction, the Company and each of its subsidiaries will adopt resolutions and take all corporate action necessary to terminate the Company's 401(k) plan maintained, sponsored or contributed to by the Company or any of its Subsidiaries (collectively, the "**Company 401(k) Plan**"), effective the day immediately prior to the closing of the Transaction, and provide Parent with evidence of such terminations. To the extent the Company 401(k) Plan is terminated pursuant to Parent's request, the affected Employees will be eligible to participate in a 401(k) plan maintained by Parent or one of its Subsidiaries effective as of the Closing Date, and such affected Employees will be entitled to effect a direct rollover of any eligible rollover distributions (as defined in Section 402(c)(4) of the Code), including any outstanding loans, to such 401(k) plan maintained by Parent or its Subsidiaries.

Nothing in the Merger Agreement will confer upon any Continuing Employee or other Person any right to continue in the employ or service of the Company, the Surviving Corporation, Parent, Parent's Subsidiaries or any of their respective Affiliates. Except as expressly set forth in the employee benefits matters section of the Merger Agreement, no provision of the Merger Agreement: (i) will limit the ability of the Company or any of its Affiliates (including, following the Effective Time, the Surviving Corporation and its Subsidiaries) to amend, modify or terminate in accordance with its terms any benefit or compensation plan, program, agreement, contract, policy or arrangement at any time assumed, established, sponsored or maintained by any of them (subject to the limitations set forth in the Merger Agreement), (ii) will be deemed or construed to amend, establish, or modify any benefit or compensation plan, program, agreement, contract, policy or arrangement or

(iii) will create any third party beneficiary rights or obligations in any person (including any current or former service provider or employee of Parent or any of its Subsidiaries (or any beneficiaries or dependents thereof)) or any right to employment or continued employment or to a particular term or condition of employment with the Company or any of its Affiliates (including, following the Effective Time, the Surviving Corporation and its Subsidiaries).

Indemnification.

The Merger Agreement provides that for six years from and after the Effective Time, the Surviving Corporation will, and Parent will cause the Surviving Corporation to, assume, honor and fulfill in all respects the obligations of the Company and its subsidiaries to indemnify, hold harmless and advance the costs, fees and expenses of all past and present directors and officers of the Company or each subsidiary of the Company (collectively, the "**Covered Persons**") under and to the same extent such persons are indemnified as of the date of the Merger Agreement by the Company or such subsidiary of the Company pursuant to (i) indemnification, expense advancement and exculpation provisions in the governing documents of the Company, the certificate of incorporation and bylaws, or equivalent organizational or governing documents, of any subsidiary of the Company, and (ii) any indemnification agreements, if any, in existence on the date of the Merger Agreement with any Covered Person and made available to Parent (collectively, the "**Existing Indemnification Agreements**"), in each case, to the fullest extent permitted by applicable law, arising out of acts or omissions in their capacity as directors or officers of the Company or such subsidiary of the Company occurring at or prior to the Effective Time. Parent will cause the Surviving Corporation to advance expenses (including reasonable legal fees and expenses) incurred in the defense of any Proceeding or investigation with respect to the matters subject to indemnification pursuant to the applicable provisions of the Merger Agreement in accordance with the procedures (if any) set forth in the governing documents of the Company, the certificate of incorporation and bylaws, or equivalent organizational documents, of any subsidiary of the Company, and any Existing Indemnification Agreements, as applicable; *provided*, that the applicable Covered Person provides an undertaking to repay such advance if it is ultimately determined by a final non-appealable order of a court of competent jurisdiction that such Covered Person is not entitled to indemnification under the applicable provisions of the Merger Agreement or otherwise. Notwithstanding anything herein to the contrary, if any actions, suits, claims (or counterclaims), hearings, arbitrations, investigations, inquiries, litigations, mediations, grievances, audits, examinations or other proceedings, in each case, by or before any governmental entity (collectively, "**Proceedings**") (whether arising before, at or after the Effective Time) is made against such persons with respect to matters subject to indemnification, expense advancement or exculpation hereunder on or prior to the sixth anniversary of the Effective Time, the applicable provisions of the Merger Agreement will continue in effect until the final disposition of such Proceeding or investigation.

The Merger Agreement provides that for not less than six years from and after the Effective Time, the certificate of incorporation and bylaws of the Surviving Corporation and the equivalent governing documents of the subsidiaries of the Company will contain provisions no less favorable with respect to exculpation, indemnification of and advancement of expenses to Covered Persons for periods at or prior to the Effective Time than are currently set forth in the governing documents of the Company and the equivalent governing documents of the subsidiaries of the Company, as applicable. Following the Effective Time, the Existing Indemnification Agreements will be assumed by the Surviving Corporation, without any further action, and will continue in full force and effect in accordance with their terms and shall not be amended, modified or terminated.

The Merger Agreement provides that for not less than six years from and after the Effective Time, the Surviving Corporation will, and Parent will cause the Surviving Corporation to, maintain for the benefit of the directors and officers of the Company and its subsidiaries, as of the date of the Merger Agreement and as of the Effective Time, an insurance and indemnification policy that provides coverage for events occurring prior to the Effective Time (the "**D&O Insurance**") that is substantially equivalent to and in any event providing coverage not less favorable in the aggregate than the existing policies of the Company and its subsidiaries; *provided* that the Surviving Corporation will not be required to pay an annual premium for the D&O Insurance in excess of

300% of the last annual premium paid prior to the date of the Merger Agreement, but in such case will purchase as favorable of coverage as is reasonably available for such amount. The provisions of the immediately preceding sentence will be deemed to have been satisfied if prepaid policies have been obtained by the Company prior to the Effective Time and provide such directors and officers with coverage for an aggregate period of at least six years with respect to claims arising from facts or events that occurred on or before the Effective Time, including in connection with the adoption and approval of the Merger Agreement and the Transactions. If such prepaid policies have been obtained prior to the Effective Time, the Company and the Surviving Corporation, as applicable, will, and Parent will cause the Surviving Corporation to, maintain such policies in full force and effect, and continue to honor the obligations thereunder.

In the event that the Surviving Corporation (i) consolidates with or merges into any other entity and will not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any person or entity, then, in each case, proper provision will be made so that such continuing or surviving corporation or entity or transferee of such assets, as the case may be, will assume the obligations set forth in the applicable provisions of the Merger Agreement.

The obligations under the applicable provisions of the Merger Agreement as described above are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such individual may have under any certificate of incorporation or bylaws, or by any contract disclosed under the applicable section of the Company disclosure schedule as identified in the Merger Agreement. The obligations of Parent and the Surviving Corporation under the applicable provisions of the Merger Agreement will not be terminated or modified in any manner that is adverse to the Covered Persons (and their respective successors and assigns); it being expressly agreed that the Covered Persons (including successors and assigns) will be third party beneficiaries of the applicable provisions of the Merger Agreement. In the event of any breach by the Surviving Corporation or Parent of the applicable provisions of the Merger Agreement described above, the Surviving Corporation will pay all reasonable and out-of-pocket expenses, including reasonable attorneys' fees, that may be incurred by Covered Persons in enforcing the indemnity and other obligations provided in the applicable provisions of the Merger Agreement described above as such fees are incurred upon the written request of such Covered Person.

Efforts.

The Merger Agreement provides that each of the Company, Parent and the Offeror will use its respective reasonable best efforts to (i) take, or cause to be taken, all appropriate action and do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable law or otherwise to consummate and make effective the Merger, the Offer and the other Transactions as promptly as practicable, (ii) take all such actions (if any) as may be required to cause the expiration of the notice periods under applicable supranational, national, federal, state, provincial or local law designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolizing or restraining trade or lessening competition in any country or jurisdiction, including the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, the Sherman Act, the Clayton Act and the Federal Trade Commission Act, in each case, as amended (collectively, "**Competition Laws**") with respect to such transactions as promptly as practicable after the execution of the Merger Agreement, (iii) (I) obtain as promptly as practicable (A) from any governmental entity any and all consents, notices, licenses, permits, waivers, approvals, authorizations, orders, registrations, rulings and clearances required to be obtained by Parent, the Offeror or the Company, or any of their respective subsidiaries, to effect the Merger Closing as promptly as practicable, and in any event not later than three business days prior to the Outside Date, and to avoid any action or proceeding by any governmental entity or any other person or entity, in connection with the authorization, execution and delivery of the Merger Agreement and the consummation of the Transactions, including the Merger and the Offer, and (B) from any third party any and all consents, notices, licenses, permits, waivers, approvals, authorizations and registrations that are required to be obtained or made by Parent, the Offeror or the Company, or any of their respective subsidiaries, in connection with the Transactions in the case of this clause

(B), such consents and notices set forth in Annex C and such other consents and notices to the extent that Parent, the Offeror and the Company reasonably determine, after consultation and cooperation with one another, that such consent or notice should be obtained or made, and (II) prepare and file as promptly as practicable all documentation to effect all necessary applications, notices, petitions, filings, rulings requests, and other documents necessary to obtain the consents, approvals and other deliverables set forth in the Merger Agreement, and take all reasonable steps as may be necessary to obtain all such consents, approvals and other deliverables, (iv) cause the satisfaction of all Offer Conditions and cause the satisfaction of all conditions to the Merger set forth in the Merger Agreement, in each case, within its control (v) defend and seek to prevent the initiation of all actions, lawsuits or other legal, regulatory or other Proceedings to which it is a party challenging or affecting the Merger Agreement or the consummation of the Transactions, in each case until the issuance of a final, nonappealable any judgment, order, decision, writ, injunction, decree, legal or arbitration award, ruling, SEC requirement or settlement or consent agreement, in each case, with a governmental entity of competent jurisdiction that is binding on the applicable person or entity under applicable law (each, an "**Order**"), (vi) seek to have lifted or rescinded any injunction or restraining order that may adversely affect the ability of the parties to consummate the Transactions, in each case until the issuance of a final, nonappealable Order, and (vii) as promptly as reasonably practicable after the date of the Merger Agreement, make all necessary filings, and thereafter make any other required submissions, and pay any fees due in connection therewith, with respect to the Merger Agreement, the Merger and the Offer required under any other applicable law, provided that all filing fees related to the filing.

Notwithstanding anything to the contrary herein, the Company will not be required prior to the Effective Time to pay any consent or other similar fee, "profit-sharing" or other similar payment or other consideration (including increased rent or other similar payments or any amendments, supplements or other modifications to (or waivers of) the existing terms of any contract), or the provision of additional security (including a guaranty) or otherwise incur or assume or agree to incur or assume any liability that is not conditioned upon the consummation of the Merger, to obtain any consent, waiver or approval of any person or entity (including any governmental entity) under any contract. Each Party shall file no later than 20 Business Days after the date of the Merger Agreement the notification and report forms required under the HSR Act, unless the parties mutually agree in writing that a filing is not necessary.

The Merger Agreement also provides that each of Parent and the Company agrees that, between the date of the Merger Agreement and the Effective Time, each of Parent and the Company will not (and the Company will cause its subsidiaries not to) (i) enter into or consummate any agreements or arrangements for an acquisition of any ownership interest in, or assets of, any person or entity, if such ownership interest or assets would reasonably be expected to result in any delay in obtaining, or the failure to obtain, any regulatory approvals required in connection with the Transactions, or (ii) take or agree to take any other action which would reasonably be expected to result in any delay in obtaining, or which would reasonably be expected to result in the failure to obtain, any approvals of any governmental entity required in connection with the Transactions, or which would otherwise reasonably be expected to prevent or delay the Merger or the Offer.

Each of Parent, the Offeror and the Company will (i) give the other parties prompt notice of the making or commencement of any request, inquiry, investigation, action or Proceeding by or before any governmental entity with respect to the Merger, the Offer or any of the other Transactions, (ii) keep the other parties notified as to the status of any such request, inquiry, investigation, action or other Proceeding, (iii) promptly notify the other parties of any oral or written communication to or from any governmental entity regarding the Merger, the Offer or any of the other Transactions and (iv) promptly provide to the other parties copies of any written communications received or provided by such party, or any of its subsidiaries, from or to any governmental entity with respect to the Merger, the Offer or any other Transactions, subject to certain limitations and qualifications. Each party to the Merger Agreement will consult and cooperate with the other parties with respect to and provide any necessary information and assistance as the other parties may reasonably request with respect to all notices, submissions, or filings made by such party with any governmental entity or any other information supplied by such party to, or correspondence with, a governmental entity in connection with the Merger

Agreement or any Transactions and will permit the other parties to review and discuss in advance and consider in good faith the views of the other parties in connection with any filing, analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with the Merger, the Offer or any of the other Transactions. Each party to the Merger Agreement will consult with the other parties in advance and give the other parties or their authorized representatives the opportunity to be present at each meeting or teleconference relating to such request, inquiry, investigation, action or other Proceeding and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any governmental entity in connection with such request, inquiry, investigation, action or other Proceeding. Notwithstanding anything to the contrary in the Merger Agreement, Parent will, after consulting with the Company and considering in good faith the Company's views, control all aspects of the parties' efforts to gain regulatory clearance either before any governmental entity or in any action brought to enjoin the Transactions pursuant to any Competition Law.

Takeover Statutes. If any state takeover law or state law or any similar anti-takeover provision in the governing documents of the Company that purports to limit or restrict business combinations or the ability to acquire or vote Shares becomes or is deemed to be applicable to the Company, Parent, the Offeror, the Merger Agreement, the Merger, the Offer or any other Transactions, then Parent, the Offeror and the Company will cooperate and take all action reasonably available to render such law or provision inapplicable to the foregoing. Neither Parent, the Offeror nor the Company will take any action that would cause the Merger Agreement, the Merger, the Offer or the other Transactions to be subject to the requirements imposed by any such laws or provisions. No Company Change of Board Recommendation will change the approval of the Company Board for purposes of causing any such law or provision to be inapplicable to the Transactions.

Delisting and Deregistration. The Merger Agreement provides that, prior to the Effective Time, the Company will use reasonable best efforts to cooperate with Parent and use reasonable best efforts to take, or cause to be taken, all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under applicable laws and rules and policies of the NYSE to enable the delisting of the Company and of the Shares from the NYSE as promptly as practicable after the Effective Time and the deregistration of the Shares under the Exchange Act as promptly as practicable after such delisting.

Parent and Offeror Equity Financing Covenant. The Merger Agreement provides that each of Parent and the Offeror shall use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange, obtain and consummate the Equity Financing in an amount required to satisfy the applicable portion of the Required Amount (as defined in the Merger Agreement) contemplated by the Equity Commitment Letter no later than the Expiration Time on the terms and conditions described in or contemplated by the Equity Commitment Letter. The Merger Agreement provides that each of Parent and Offeror will not permit any amendment or modification to be made to, or any waiver of any provision or remedy pursuant to, the Equity Commitment Letter if such amendment, modification or waiver (a) imposes new or additional conditions precedent to the funding of the Equity Financing or otherwise materially adversely change, amend, modify, or expand any of the conditions precedent to the funding of the Equity Financing, (b) reasonably would be expected to prevent or materially delay the availability of all or a portion of the Equity Financing necessary to pay the applicable portion of the Required Amount contemplated by the Equity Commitment Letter or the consummation of the transactions contemplated by the Merger Agreement, (c) reduces the aggregate amount of the Equity Financing below the amount necessary to pay the applicable portion of the Required Amount contemplated by the Equity Commitment Letter, or (d) would otherwise materially adversely affect the ability of Parent or Offeror to enforce their rights under the Equity Commitment Letter, including using reasonable best efforts to (i) maintain in full force and effect the Equity Commitment Letter and the Limited Guarantee, (ii) satisfy and comply with on a timely basis all conditions and covenants to the funding or investing of the Equity Financing required to pay the applicable portion of the Required Amount contemplated by the Equity Commitment Letter that are to be satisfied by Parent or Offeror, (iii) consummate the Equity Financing in an amount required to pay the applicable portion of the Required Amount contemplated by the Equity Commitment Letter, or enforce the Limited Guarantee, at or prior to the Expiration Time, in

accordance with its terms, (iv) enforce its rights under the Equity Commitment Letter and the Limited Guarantee and (v) reasonably cooperate with and assist the Company in enforcing its third party beneficiary rights under the Equity Commitment Letter. Neither Parent nor Offeror will release or consent to the termination of the obligations of any Investor to provide the Equity Financing in an amount required to pay the applicable portion of the Required Amount contemplated by the Equity Commitment Letter.

Nothing contained in the relevant provisions of the Merger Agreement will require, and in no event will the reasonable best efforts of Parent or Offeror be deemed or construed to require, either Parent or Offeror to seek the Equity Financing from any source other than a counterparty to, or in any amount in excess of that contemplated by, the Equity Commitment Letter.

The Merger Agreement also provides that Parent will give the Company, as promptly as reasonably practicable (and in any event within three Business Days), written notice after Parent's knowledge (i) of any material default or breach (or any event that, with or without notice, lapse of time or both, would, or would reasonably be expected to, give rise to any material default or breach) by any party under the Equity Commitment Letter of which Parent or Offeror becomes aware, (ii) of any termination of the Equity Commitment Letter, (iii) of the receipt by Parent or Offeror of any written notice or other written communication from any investor with respect to any (A) actual or asserted material default or breach or termination or repudiation of the Equity Commitment Letter, or any material provision thereof, in each case by any party thereto, or (B) material dispute or disagreement between or among any parties to the Equity Commitment Letter that would reasonably be expected to prevent or materially delay the Closing or make the funding of the Equity Financing required to pay the applicable portion of the Required Amount contemplated by the Equity Commitment Letter materially less likely to occur or give rise to a right of termination under any such arrangement, and (iv) of the occurrence of an event or development that would reasonably be expected to materially adversely impact the ability of Parent or Offeror to obtain all or any portion of the Equity Financing necessary to pay the applicable portion of the Required Amount contemplated by the Equity Commitment Letter. Without limitation of the foregoing, upon the request of the Company from time to time, Parent will, as promptly as reasonably practicable, update the Company on the material activity and developments of its efforts to arrange and obtain the Equity Financing, including by providing copies of all definitive agreements (and drafts of all offering documents and marketing materials) related to the Equity Financing, and any amendments, modifications or replacements to the Equity Commitment Letter.

Parent and Offeror Debt Financing Covenant. The Merger Agreement requires each of Parent and Offeror to use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange and obtain the Debt Financing on the terms and conditions described in the Debt Commitment Letters, including using its reasonable best efforts to, as promptly as reasonably practicable, (i) maintain in full force and effect the Debt Commitment Letters subject to the terms and conditions thereof (including obtaining an extension of the termination of any Debt Commitment Letter (on the same terms and conditions contained therein, including with respect to the conditions set forth therein, except for such amendments or modifications that would be permitted in connection with any alternative financing) prior to such termination to the extent such Debt Commitment Letter would otherwise terminate prior to the Outside Date), (ii) satisfy, or cause to be satisfied, on a timely basis (or, if applicable, obtaining waivers thereof), all conditions to Parent and Offeror obtaining the Debt Financing set forth therein (including the payment of any fees required as a condition to the Debt Financing) required to pay the applicable portion of the Required Amount (as defined in the Merger Agreement) contemplated by the Debt Commitment Letters that are to be satisfied by Parent or Offeror to the extent such conditions are applicable to, and within the control of, Parent or Offeror, (iii) negotiate and enter into definitive agreements with respect to the Debt Financing on the terms and conditions contemplated by the Debt Commitment Letters (including any related flex provisions (to the extent such flex provisions are exercised in accordance with the terms thereof)) or on other terms that are (A) reasonably acceptable to the Debt Financing Sources (as defined in the Merger Agreement) and (B) in the aggregate not materially less favorable, taken as a whole, to Parent (including with respect to conditions set forth in the Debt Commitment Letters) so that such agreements are in effect no later than the expiration time,

(iv) prepare, on a timely basis, the necessary offering circulars, private placement memoranda or other offering documents or marketing materials with respect to the Debt Financing, (v) subject to the applicable provisions of the Merger Agreement, enforce its rights under the Debt Commitment Letters, and (vi) consummate the Debt Financing in an amount required to pay the applicable portion of the Required Amount set forth in the Debt Commitment Letters, including using its reasonable best efforts to cause the Debt Financing Sources (as defined in the Merger Agreement) to provide the Debt Financing at or prior to the expiration time, to the extent the proceeds thereof are required for the financing purposes.

The Merger Agreement provides that any material breach by Parent or Offeror of the Debt Commitment Letter or other Debt Document (as defined below) shall be deemed to be a breach by Parent or Offeror of the "*Debt Financing*" covenant in the Merger Agreement. The Merger Agreement requires that Parent and Offeror give the Company written notice as promptly as reasonably practicable (and in any event within three Business Days) after Parent's knowledge (A) of any material breach or default on the part of any party to any Debt Commitment Letter or other Debt Document of which Parent or Offeror becomes aware, (B) if and when Parent and/or Offeror believes in good faith that it will not be able to obtain the Debt Financing contemplated by the Debt Commitment Letters in an amount sufficient to consummate the transactions contemplated by the Merger Agreement, (C) of the receipt by Parent or Offeror of any written notice or other written communication from any person with respect to (1) any actual or asserted material breach or default or termination or repudiation by any party to the Debt Commitment Letters or other Debt Document or (2) material dispute or disagreement between or among any parties to the Debt Commitment Letter or other Debt Document (but excluding, for the avoidance of doubt, any ordinary course negotiations with respect to the terms of the Debt Financing or Debt Documents) that would reasonably be expected to prevent or materially delay the Closing (as defined in the Merger Agreement) or make the funding of the Debt Financing required to pay the applicable portion of the Required Amount contemplated by the Debt Commitment Letters materially less likely to occur and (D) of any expiration or termination of the Debt Commitment Letters or other Debt Document. The Merger Agreement requires that as soon as reasonably practicable, Parent and/or Offeror shall provide any information available to Parent and/or Offeror, as applicable, and reasonably requested by the Company relating to any circumstance referred to in aforementioned clauses.

Without limiting the foregoing, the Merger Agreement requires that Parent and Offeror keep the Company informed on a reasonably current basis and in reasonable detail of the status of their efforts to arrange the Debt Financing and provide to the Company executed copies of the definitive documents related to the Debt Financing (including, for the avoidance of doubt, any amendments or modifications thereto or to the alternative financing) (provided that any fee letters, engagement letters or other agreements that, in accordance with customary practice, are confidential by their terms, and that do not affect the conditionality or reduce the committed amount of the Debt Financing, may be redacted in a customary manner so as not to disclose such terms that are so confidential). If any portion of the Debt Financing becomes unavailable (whether through expiration, termination or otherwise) on the terms and conditions contemplated in the Debt Commitment Letters (after taking into account flex terms) (unless such unavailability is due to the failure of a condition to the consummation of the Debt Financing being primarily caused by the breach of any representation, warranty, covenant or agreement of the Company or any of its Subsidiaries set forth in the Merger Agreement and as a result of which alternative financing sources are not otherwise then available), Parent and Offeror are required under the Merger Agreement to use their respective reasonable best efforts to arrange and obtain as promptly as reasonably practicable following the occurrence of such event, alternative financing, including from alternative sources, on terms that in the aggregate are not materially less favorable to Parent and Offeror (including with respect to any conditions to the Debt Financing) than the Debt Financing contemplated by the Debt Commitment Letters and in an amount (when taken together with any remaining available portion of the Debt Financing (if any) and the Equity Financing), is sufficient to enable Parent and Offeror to consummate the transactions contemplated by this Agreement in accordance with its terms ("Alternative Financing"), and the provisions of the "*Debt Financing*" covenant of the Merger Agreement will be applicable to the alternative financing, and for purposes of the Merger Agreement, all references to the Debt Financing shall be deemed to refer to such alternative financing (in lieu of the Debt Financing replaced thereby) and all references to the Debt Commitment Letters or other Debt

Documents shall instead include the applicable documents for the alternative financing (in lieu of the Debt Commitment Papers and the other Debt Documents replaced thereby).

The Merger Agreement provides that Parent and Offeror will (1) comply in all material respects with the Debt Commitment Letters and each definitive agreement entered into with respect thereto on the terms and conditions contained in the Debt Commitment Papers or as otherwise may be agreed (collectively, with the Debt Commitment Letters, the "Debt Documents"), (2) subject to the relevant provisions of the Merger Agreement, enforce their rights under the Debt Commitment Letters and other Debt Documents, including using its reasonable best efforts to cause the Debt Financing Sources (as defined in the Merger Agreement) to fund the Debt Financing at or prior to the Closing (as defined by the Merger Agreement) subject to the terms and conditions thereof and (3) after the date of the Merger Agreement, not permit, without the prior written consent of the Company, any material amendment or modification to be made to, or any termination, rescission or withdrawal of, or any material waiver of any provision or remedy under, the Debt Commitment Letters or other Debt Document or any fee letter referred to in the Debt Commitment Letters that (individually or in the aggregate with any other amendments, modifications or waivers) would (x) reduce the aggregate amount of the Debt Financing thereunder (including by changing the amount of fees to be paid or original issue discount thereof), if after giving effect to such reduction, the amount of Debt Financing and Equity Financing will be less in the aggregate than an amount necessary (taking into account any corresponding increase in any other portion of the Financing and any Alternative Financing) in order for the Parent and Offeror to fund the amounts required to be funded at Closing pursuant to the Merger Agreement, or (y) impose any new or additional condition, or otherwise amend, modify or expand any condition, to the receipt of any portion of the Debt Financing in a manner that would reasonably be expected to (I) materially delay or prevent the Closing Date, (II) make the funding of any portion of the Debt Financing (or satisfaction of any condition to obtaining any portion of the Debt Financing) materially less likely to occur, or (III) materially adversely impact (a) the ability of Parent or Offeror to enforce their respective rights against any other party to the Debt Commitment Letter or other Debt Document, (b) the ability of Parent or Offeror to consummate the transactions contemplated by the Merger Agreement or (c) the likelihood of the consummation of the transactions contemplated by the Merger Agreement; *provided, however*, that, for the avoidance of doubt, Parent and Offeror each may amend or modify the Debt Commitment Letters (x) in accordance with the market flex provisions thereof, (y) to extend the expiration date thereof, together with any related amendments or modifications to the Debt Commitment Letters that would be permitted in connection with any alternative financing, or (z) to add lenders, arrangers, bookrunners, syndication agents, or similar entities and to grant to such persons such approval rights as are customarily granted to additional lenders, arrangers, bookrunners, syndication agents or similar entities. The Merger Agreement further requires that Parent and Offeror provide notice to the Company (which may be by phone or email), as promptly as reasonably practicable, upon receiving the Debt Financing. Notwithstanding anything to the contrary in the Merger Agreement, compliance by Parent and Offeror with the "*Debt Financing*" covenant will not relieve Parent and Offeror of their respective obligation to consummate the transactions contemplated by the Merger Agreement, whether or not the Debt Financing or alternative financing is available. The Merger Agreement provides that Parent will, as promptly as reasonably practicable, deliver to the Company true and complete copies of all material agreements pursuant to which any such alternative financing source shall have committed to provide Parent and/or Offeror with any portion of such alternative financing (subject in respect of any related fee letter to redaction in a customary manner).

The Merger Agreement provides that Parent and Offeror will indemnify, defend and hold harmless the Company and the Company subsidiaries, and their respective directors, officers, employees and other representatives, from and against any and all damages incurred, directly or indirectly, in connection with the Debt Financing or any information provided in connection therewith. Parent will promptly upon the Company's request reimburse the Company and the Company subsidiaries, as applicable, for all reasonable and documented out-of-pocket costs (including reasonable attorneys' fees and ratings agencies' fees) incurred by the Company or the Company subsidiaries in connection with the cooperation described in the "*Financing Cooperation*" covenant below or otherwise in connection with the Debt Financing, except to the extent arising from the willful

misconduct, gross negligence, fraud or intentional misrepresentation of the Company, its subsidiaries or their respective representatives and affiliates.

The Merger Agreement clarifies that in no event will Parent or Offeror's obligations under the Merger Agreement require them to pursue litigation against any of the Debt Financing Sources (as defined by the Merger Agreement).

Stockholder Litigation; Notification of Certain Matters.

The Merger Agreement provides that prior to the earlier of the Effective Time or the termination of the Merger Agreement, the Company will promptly (and, in any event, within one business day) notify Parent of any Proceeding brought by the stockholders of the Company or other persons or entities (other than Parent, the Offeror, or its affiliates) against the Company or any of its directors, officers or the representatives of the Company arising out of or relating to the Merger Agreement or the other Transactions, and will keep Parent reasonably informed with respect to the status thereof, including, by promptly (and, in any event, within one business day) providing Parent with copies of all proceedings and correspondences relating to such proceeding. Prior to the earlier of the Effective Time or the termination of the Merger Agreement, the Company will give Parent the right to fully participate in (but not control) the defense (including by allowing for advanced review and comment on all filings or responses to be made in connection therewith) or settlement (including the right to participate in (at the participating party's expense) the negotiations, arbitrations or mediations with respect thereto) of any such Proceeding, and the Company will in good faith give consideration to Parent's advice with respect to such Proceeding and the underlying strategy documentation with respect thereto. Prior to the earlier of the Effective Time or the termination of the Merger Agreement, the Company will not cease to defend, settle or agree to settle any Proceeding relating to the Merger Agreement or the Transactions without Parent's prior written consent (not to be unreasonably withheld, conditioned, or delayed).

Conditions to Consummation of the Merger. Pursuant to the Merger Agreement, the respective obligations of Parent, the Offeror and the Company to effect the Merger are subject to the satisfaction at or prior to the Effective Time of the following conditions, any and all of which may be waived in whole or in part by mutual consent of Parent, the Offeror and the Company to the extent permitted by applicable law:

- the Offeror having irrevocably accepted for payment all Shares validly tendered and not withdrawn pursuant to the Offer and the consummation of the Offer by the Offeror; and
- the consummation of the Merger has not been restrained, enjoined, prevented or otherwise prohibited or made illegal by any Order (whether temporary, preliminary or permanent) of a court of competent jurisdiction or any other governmental entity of competent jurisdiction then in effect, and there is not in effect any law that was enacted, promulgated or deemed applicable to the Merger by any governmental entity of competent jurisdiction that restrains, enjoins, prevents or otherwise prohibits the consummation of the Merger.

Termination. The Merger Agreement provides that it may be terminated, and the Transactions may be abandoned at any time prior to the Acceptance Time as follows:

(a) by mutual written agreement of Parent and the Company, by action of their respective Boards of Directors;

(b) by either the Company or Parent, if the Acceptance Time shall not have occurred on or before the Outside Date; provided that (i) if as of the Outside Date no government injunctions or restraints, government orders or newly issued laws, or pending HSR applications have not been satisfied or waived, the Outside Date may be extended on one occasion by the Company or Parent for a period of 90 days by written notice to Parent or the Company, as the case may be, and such date, as so extended, shall be the Outside Date and (ii) Parent shall have the right to extend the Outside Date by written notice to the Company to any future date to which the termination date of the Debt Commitment

Letters is extended in accordance with the terms of this Agreement, but in no event later than the date which is 180 days after the date hereof; further provided that, the right to terminate the Merger Agreement is not available to any party whose breach of this the Merger Agreement (including, in the case of Parent, any such breach by Offeror) has been a principal cause of the failure of any condition to consummate the Merger Agreement or the failure of the Acceptance Time to occur on or before the Outside Date;

(c) by either the Company or Parent, if any court of competent jurisdiction or any other Governmental Entity of competent jurisdiction shall have issued any Order, or any Law shall be in effect that was enacted, promulgated or deemed applicable to the Merger by any Governmental Entity of competent jurisdiction, in each case, permanently restraining, enjoining, preventing or otherwise prohibiting or making illegal (1) prior to the Acceptance Time, the consummation of the Offer, or (2) prior to the Effective Time, the consummation of the Merger, and, in each case, such Order or Law shall have become final and nonappealable; provided that the right to terminate the Merger Agreement was only available if the party seeking to terminate the Merger Agreement (including, in the case of Parent, Offeror) has complied in all material respects with its applicable obligations of the Merger Agreement before asserting the right to terminate under this section;

(d) by Parent, at any time prior to the Acceptance Time, if the Company Board has affected a Company Change of Board Recommendation except in the case of communications by the Company Board to the stockholders of the Company in accordance with Rule 14d-9(f) of the Exchange Act, or any similar communication to the stockholders of the Company in connection with the commencement of a tender offer or exchange offer;

(e) by the Company, at any time prior to the Acceptance Time, in order to enter into a definitive agreement with respect to a Superior Company Proposal, but only if the Company has not breached (other than a *de minimis* breach) its obligations with respect to such Superior Company Proposal; provided, that the Company (i) pays, or causes to be paid, to Parent the Company Termination Fee prior to or concurrently with such termination; and (ii) immediately following or concurrently with such termination, enters into a definitive acquisition agreement that documents the terms and conditions of such Superior Company Proposal;

(f) by Parent if: (i) there has been a breach by the Company of its representations, warranties or covenants contained in the Agreement that is not capable of being satisfied while such breach is continuing, (ii) Parent delivered written notice of the breach to the Company and (iii) the breach is not capable of cure or cannot be cured within the earlier of the Outside Date or 30 days from the date of delivery of such written notice to the Company; provided that the Parent is not permitted to terminate the Merger Agreement if either Parent or Offeror are then in material breach of their respective obligations under the Merger Agreement;

(g) by the Company if: (i) there has been a breach by Parent or Offeror of any of their representations, warranties or covenants contained in the Merger Agreement which would reasonably be expected to cause a Parent Material Adverse Effect, (ii) the Company delivered a written notice of the breach to Parent and (iii) the breach is not capable of cure or cannot be cured within the earlier of the Outside Date or 30 days from the date of delivery of such written notice to Parent; provided that the Company is not permitted to terminate the Merger Agreement if either Parent or Offeror are then in material breach of their respective obligations under the Merger Agreement;

(h) by the Company if Offeror failed to commence or extend the Offer within three Business Days of the time period specified within the Merger Agreement;

(i) by the Company if, at any time following the Expiration Time, (1) the conditions to the offer have been satisfied or waived at or prior to the Expiration Time, after giving effect to any extensions in accordance with the Merger Agreement, (2) Offeror failed to consummate (as defined in Section 251(h) of the DGCL) the Offer, (3) Offeror fails to consummate (as defined in Section 251(h) of the DGCL) the Offer within three Business Days following the Expiration Time, and (4) at all times during such

three (3) Business Day period, the Company has confirmed that it stood ready, willing and able to consummate the transactions contemplated by this Agreement on the terms thereof; provided that the Company does not have the right to terminate this Agreement if the Company is (x) then in breach of its representations and warranties or (y) then materially failing to perform its covenants, obligations or agreements contained in the Merger Agreement;

(j) by either Parent or the Company, if the Offer shall have expired (after giving effect to any extensions thereof in accordance with this Agreement) or been terminated, in each case, in accordance with the terms of this Agreement, and the Acceptance Time shall not have occurred solely as a result of the Minimum Condition not being satisfied; provided, however, that neither the Parent nor the Company will have the right to terminate the Merger Agreement, if such party has breached its obligations in any material respect and in any manner that was the primary cause of the Minimum Condition not being satisfied;

(k) by Parent if the Company does not adopt the Rights Plan within 24 hours from the date of this Agreement.

Effect of Termination.

In the event of valid termination of the Merger Agreement as provided in the Merger Agreement, the Merger Agreement will immediately become void and there will be no liability or obligation on the part of Parent, the Company, the Offeror or their respective related parties, or on the part of any Debt Financing Sources; *provided* that (a) any such termination will not relieve the Company, Parent or the Offeror from liability for any fraud or Willful Breach (as defined below) prior to such termination of the Merger Agreement (which will not be limited to the fees or out-of-pocket costs) and (b) certain provisions of the Merger Agreement (as specified therein) and the Confidentiality Agreement will remain in full force and effect and survive any termination of the Merger Agreement, in each case, in accordance with and subject to their respective terms and conditions in all respects. Notwithstanding anything in the Merger Agreement to the contrary, in no event will the parent related parties or the Company related parties, in each case collectively, have any liability for monetary damages (including damages for fraud or breach, whether willful, intentional, unintentional or otherwise (including for willful breach as defined in the Merger Agreement) or monetary damages in lieu of specific performance) in the aggregate in excess of the Parent Termination Fee, as defined below, and the amount of fees and expenses owned according to the applicable provisions of the Merger Agreement, in the case of the liability of the Parent related parties, or the Company Termination Fee, as defined below, in the case of the liability of the Company related parties and subject in each case in all respects to the applicable provisions of the Merger Agreement (including the limitations set forth therein). For the avoidance of doubt, any valid termination by Parent will also be an effective termination of the Merger Agreement by the Offeror.

For purposes of the Merger Agreement, "**Willful Breach**" shall mean a material breach of the Merger Agreement that is the consequence of an act or omission by the breaching party with the actual knowledge that the taking of such act or failure to take such action would, or would reasonably be expected to, result in or constitute such a material breach (it being agreed by the parties that Oferor' failure to purchase all Company Shares validly tendered (and not validly withdrawn) when required to do so in accordance with the terms of this Agreement shall be deemed to be a "Willful Breach" by Parent and Offeror).

Fees and Expenses Following Termination.

Under the Merger Agreement, the parties have agreed that if the Merger Agreement is validly terminated by Parent in accordance with the provision of the Merger Agreement related to paragraph (d) described under "*Termination*" above or by the Company in accordance with the provision of the Merger Agreement related to paragraph (e) described under "*Termination*" above, then the Company will pay (or cause to be paid) to Parent (or its designee) prior to or concurrently with such termination, in the case of a termination by the Company, or within two business days thereafter, in the case of a termination by Parent, $9,400,000 (the "**Company Termination Fee**").

Under the Merger Agreement, the parties have agreed that (i) if the Merger Agreement is validly terminated by (A) either Parent or the Company in accordance with the provision of the Merger Agreement related to paragraph (b) described under "*Termination*" above or (B) by Parent pursuant to the provision of the Merger Agreement related to paragraph (f) described under "*Termination*" above (as a result of Company's material breach of its covenants with respect to solicitation or the Rights Plan), or (C) by Parent pursuant to the provisions of the Merger Agreement related to paragraph (j) described under "*Termination*" above; and, prior to the date of any such termination referenced in the aforementioned provisions of the Merger Agreement, a Company Acquisition Proposal is made public by the Company or any other person or entity or otherwise becomes publicly known, and in each case such Company Acquisition Proposal has not been unconditionally withdrawn or otherwise abandoned prior to such termination, and (ii) within twelve months after such termination (A) the Company enters into a definitive agreement with respect to any Company Acquisition Proposal which is later consummated or (B) the transactions contemplated by any Company Acquisition Proposal are consummated (which need not be the same Company Acquisition Proposal that was made public or publicly known prior to the termination of the Merger Agreement), then the Company will pay (or cause to be paid) the Company Termination Fee to Parent (or its designee), by wire transfer of same-day funds no later than two business days after the consummation of such transaction. For purposes of this paragraph, the term "Company Acquisition Proposal" will have the meaning assigned to such term in this the Merger Agreement, except that the references to "20% or more" will be deemed to be references to "more than 50%." In no event will the Company be required to pay the Company Termination Fee on more than one occasion, whether or not the Company Termination Fee may be payable under more than one provision of the Merger Agreement at the same or at different times and the occurrence of different events.

Under the Merger Agreement, the parties have agreed that if the Merger Agreement is validly terminated by the Company in accordance with (A) the provisions of the Merger Agreement related to paragraph (i) described under "Termination" above or (B) the provisions of the Merger Agreement related to paragraph (b) described under "Termination" above under circumstances in which the Company would have been entitled to terminate the Merger Agreement in accordance with the provisions of the Merger Agreement related to paragraph (i) described under "Termination" above, then Parent must pay the Company within three Business Days following such termination, the Parent Termination Fee ($10,700,000), provided that in no event will Parent be required to pay the Parent Termination Fee on more than one occasion, whether or not the Parent Termination Fee may be payable under more than one provision of the Merger Agreement at the same or at different times and the occurrence of different events.

Under the Merger Agreement, the parties have agreed that if the Merger Agreement is validly terminated by Parent pursuant to the provision of the Merger Agreement related to paragraph (j) described under "*Termination*" above, the Company must pay or cause to be paid within two Business Days following the termination, the documented out of pocket costs and expenses, including all fees and expenses incurred in connection with the Debt Financing and the fees and expenses of counsel, accountants, investment bankers, experts and consultants, incurred by Parent and Offeror in connection with this Offer, the Merger and the other transactions contemplated by the Merger Agreement ("Parent Expenses"); provided, that the Company will not be required to pay (or cause to be paid) Parent Expenses in excess of an aggregate of $4,500,000. The reimbursement of Parent Expenses will not relieve the Company of any subsequent obligation to pay any applicable Company Termination Fee related to paragraph (b) described in this section, though any payment of Parent Expenses will reduce, on a dollar-for-dollar basis, any Company Termination Fee that becomes due and payable as detailed above.

Under the Merger Agreement, the Company, Parent and the Offeror have acknowledged that each of the Company Termination Fee and the Parent Termination Fee is not a penalty, but is liquidated damages, in a reasonable amount that will compensate Parent or the Company, as applicable, in the circumstances in which such fee is payable pursuant to the applicable provisions of the Merger Agreement, as applicable, for the efforts and resources expended and opportunities foregone when negotiating the Merger Agreement and in reliance on the Merger Agreement and on the expectation of the consummation of the transactions contemplated by the Merger Agreement, which amount would otherwise be impossible to calculate with precision.

Under the Merger Agreement and any ancillary document or agreement delivered in connection therewith or otherwise, and pursuant to the applicable provisions of the Merger Agreement, the parties have agreed that (i) in the event that the Merger Agreement is terminated under circumstances where the Company Termination Fee is payable, payment of the Company Termination Fee shall constitute the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of Parent, Offeror, any Parent related party and any other person in connection with any termination of the Merger Agreement in the circumstances in which such Company Termination Fee became payable, and upon payment of such amount, (A) none of the Company related parties will have any further liability or obligation relating to or arising out of the Merger Agreement or the transactions contemplated by the Merger Agreement and (B) none of Parent, Offeror, any Parent related party and any other person shall have any further rights or claims against any of the Company related parties under the Merger Agreement or otherwise, whether at law or equity, in contract, in tort or otherwise, and (ii) in the event that the Merger Agreement is terminated under circumstances where the Parent Termination Fee is payable, payment of the Parent Termination Fee will constitute the sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) of the Company, any Company related party and any other person in connection with any termination of the Merger Agreement in the circumstances in which such Parent Termination Fee became payable, and upon payment of such amount, (A) none of the Parent related parties will have any further liability or obligation relating to or arising out of the Merger Agreement or the transactions contemplated by the Merger Agreement and (B) none of Company related parties and any other person shall have any further rights or claims against any of Parent, Offeror or the Parent related parties under the Merger Agreement or otherwise, whether at law or equity, in contract, in tort or otherwise. Notwithstanding the foregoing, payment of the Company Termination Fee will not relieve the Company related parties from liability for any fraud or Willful Breach.

Under the Merger Agreement and any ancillary document or agreement delivered in connection therewith or otherwise, but subject to the applicable provisions of the Merger Agreement, (A) the maximum aggregate liability, whether in equity or at law, in contract, in tort or otherwise, together with any payment in connection with the Merger Agreement or otherwise, of the Parent related parties or the Company related parties, in each case collectively, (including monetary damages for fraud or breach, whether willful, intentional, unintentional or otherwise (including Willful Breach), or monetary damages in lieu of specific performance) (i) under this Agreement or any ancillary document or otherwise, (ii) in connection with the failure of the Merger or any other transaction contemplated by the Merger Agreement to be consummated or (iii) in respect of any representation or warranty made or alleged to have been made in connection with the Merger Agreement or any ancillary document or otherwise, will not exceed under any circumstances an amount equal to the Parent Termination Fee and the amounts owed in accordance with the applicable provisions of the Merger Agreement in the case of the liability of the Parent related parties, or the Company Termination Fee, in the case of the liability of the Company related parties; and (B) neither the Company related parties nor the Parent related parties may seek, directly or indirectly, to recover against the Parent related parties or the Company related parties, as the case may be, or compel payment by the Parent related parties or the Company related parties, as the case may be, of any monetary damages in excess of the Parent Termination Fee and the amounts owed in accordance with the applicable provisions of the Merger Agreement, in the case of recovery sought by any Company related parties, or the Company Termination Fee, in the case of recovery sought by any Parent related parties, in each case as applicable. According to the Merger Agreement and any ancillary document or otherwise, under no circumstances may (1) the Company receive both (A) an award of monetary damages, on the one hand, and (B) any of the Parent Termination Fee and the amounts due in accordance with the applicable provisions of the Merger Agreement, on the other hand, and (2) Parent or Offeror receive both (A) an award of monetary damages, on the one hand, and (B) the Company Termination Fee, on the other hand.

Amendment. The Merger Agreement may be amended at any time prior to the Effective Time only by execution of an instrument in writing signed by each of the Company, Parent and the Offeror; *provided*, that no amendment, modification or alteration to certain provisions of the Merger Agreement (as specified therein) (and any related definitions to the extent an amendment, modification or alteration of such definitions would modify the substance of any of the relevant provisions) in any manner materially adverse to the Debt Financing Sources

will be effective as to the Debt Financing Sources without the prior written consent of the Debt Financing Sources party to the Debt Commitment Letters.

Waiver. The Merger Agreement provides that, at any time prior to the Effective Time, Parent and the Offeror on the one hand, and the Company, on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other, (b) waive any breach of the representations and warranties of the other contained herein or in any document delivered pursuant to the Merger Agreement or (c) waive compliance by the other with any of the agreements or covenants contained in the Merger Agreement. Any such extension or waiver will be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby, but such extension or waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any delay in exercising any right under the Merger Agreement will not constitute a waiver of such right.

Specific Performance. Under the Merger Agreement, the parties are entitled to seek an injunction or injunctions to prevent or remedy breaches of the Merger Agreement and to specific performance of the terms of the Merger Agreement, in each case in the Delaware Court of Chancery or, if such court does not have jurisdiction, in any federal court located in the State of Delaware or any Delaware state court, this being in addition to any other remedy to which they are entitled at law or in equity. Notwithstanding the foregoing or anything in the Merger Agreement or any Ancillary Document (as defined in the Merger Agreement) or otherwise to the contrary, in no event will the Company or any related party of the Company (or any of the foregoing's respective representatives) be entitled to enforce or seek to enforce specifically Parent's or the Offeror's obligation to cause all or any portion of the Equity Financing to be funded (whether under the Merger Agreement or the Equity Commitment Letter) or otherwise cause Parent or the Offeror to take action to consummate the Merger or the Offer (including the obligation to pay all or any portion of the Offer Price and/or the Merger Consideration) unless and only if: (i) with respect to the Offer, the consummation of the Offer, the payment of the Offer Price and the Equity Financing related thereto, all of the Offer Conditions have been satisfied or waived (other than those conditions that by their nature are to be satisfied as of immediately prior to the Expiration Time, but subject to the fulfillment or waiver of such conditions as of immediately prior to the Expiration Time), (ii) with respect to the Merger, the payment of the Merger Consideration and the Equity Financing related thereto, all of the conditions set forth in the applicable provisions of the Merger Agreement have been and continue to be satisfied or waived (other than those conditions that by their terms are to be satisfied at the Merger Closing, but subject to the fulfillment or waiver of those conditions at the Merger Closing), (iii) the Debt Financing (other than with respect to any revolving credit facility thereunder) has been received by Parent in full in accordance with the terms thereof, or the Debt Financing Sources have confirmed in writing to the parties hereto that the Debt Financing (other than with respect to any revolving credit facility thereunder) will be funded in full at the consummation of the Offer or the Merger Closing, as applicable, if the Equity Financing is funded at the consummation of the Offer or the Merger Closing, as applicable (provided that Parent and the Offeror are not required to draw down the Equity Financing or consummate the Offer or the Merger Closing, as applicable, if such Debt Financing is not in fact funded in full at the Merger Closing), (iv) Parent and the Offeror failed to consummate the Offer in accordance with terms of the Merger Agreement or complete the Merger Closing by the date the Merger Closing is required to have occurred pursuant to the Merger Agreement, (v) the Company has irrevocably and unconditionally confirmed in writing to Parent that (A) if specific performance is granted and the Equity Financing and Debt Financing are funded, then the Merger Closing will occur (and the Company has not revoked, withdrawn, modified or conditioned such confirmation) and (B) the Company is prepared, willing and able to effect the consummation of the Offer, the Merger Closing and the other Transactions and (vi) Parent and the Offeror fail to consummate the Offer or complete the Closing, as applicable, within three business days after delivery of the Company's irrevocable and unconditional written confirmation.

Non-Recourse. Pursuant to the Merger Agreement, each party agrees on behalf of itself and its related parties that all Proceedings that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to the Merger Agreement, the Transactions, the Financing or any other documents

related thereto or transactions contemplated thereby, may be made only against the persons that are expressly identified as parties to the Merger Agreement and no recourse will be had against any other person and no other person will have any liabilities or obligations in respect thereof, except for claims with respect to the Equity Commitment Letter only that the Company may assert against the Equity Investor solely in accordance with, and pursuant to the terms and conditions of, the Merger Agreement.

The foregoing summary and description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which has been filed as Exhibit (d)(1) to the Schedule TO and which is incorporated herein by reference.

Equity Commitment Letter. The description of the Equity Commitment Letter included in Section 12—"Sources and Amount of Funds" is incorporated into this Section 11 by reference.

The Limited Guarantee. Simultaneously with the execution of the Merger Agreement, Balmoral Special Situations Fund III, L.P. (the "**Guarantor**") provided the Company with a limited guarantee (the "**Limited Guarantee**") pursuant to which the Guarantor guarantees the payment and performance of Parent's obligations to the Company with respect to the payment of the Parent Termination Fee, Reimbursement Obligations (as defined in the Limited Guarantee), Enforcement Expenses (as defined in the Limited Guarantee) (the "**Guaranteed Obligation**"), subject to the terms and conditions of the Limited Guarantee.

The foregoing summary and description of the Limited Guarantee does not purport to be complete and is qualified in its entirety by reference to the full text of the Limited Guarantee, a copy of which has been filed as Exhibit (d)(5) to the Schedule TO and which is incorporated herein by reference.

Tender and Support Agreement. On May 11, 2022, in connection with the execution and delivery of the Merger Agreement, the Company's current directors and executive officers (collectively, the "**Supporting Stockholders**"), entered into Tender and Support Agreements with Parent and the Offeror (the "**Tender and Support Agreement**"). The Supporting Stockholders collectively beneficially owned approximately 4.5% of the outstanding Shares as of May 11, 2022.

Pursuant to the Tender and Support Agreement, the Supporting Stockholders have agreed to tender in the Offer all Shares beneficially owned by such stockholders and not withdraw any such Shares previously tendered. Such directors, executive officers and an affiliated stockholder have agreed to tender into the Offer all Shares beneficially owned by them and not to withdraw any such Shares previously tendered. They have also agreed to vote all Shares beneficially owned by them, among other things, (i) in favor of any proposal recommended by the Company Board that is intended to facilitate the consummation of the Offer or the Transactions, (ii) against any change in the Company Board, (iii) against any Company Acquisition Proposal, including any Superior Company Proposal (or any proposal relating to or intended to facilitate a Company Acquisition Proposal or a Superior Company Proposal) and (iv) against any action, agreement or transaction that is intended or would reasonably be expected to materially impede, interfere with, delay, postpone, frustrate, prevent or adversely affect the consummation of the Offer, the Merger or the other Transactions. The Tender and Support Agreement terminates upon certain events: (i) the valid termination of the Merger Agreement, (ii) the Effective Time, (iii) the date of any modification, waiver or amendment to any provision of the Merger Agreement that is effected without such Supporting Stockholder's prior written consent and that reduces the amount, or changes the form, or imposes conditions or requirements (which are inconsistent with the Merger Agreement), of the consideration payable to such Supporting Stockholder pursuant to the Merger Agreement as in effect on the date of the Tender and Support Agreement, (iv) solely as to IHP Capital Partners VI, LLC, a Company Change of Board Recommendation or (v) the mutual written consent of such Supporting Stockholder and Parent and the Offeror.

The foregoing summary of the Tender and Support Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Tender and Support Agreement, which is filed as Exhibit (d)(7) to the Schedule TO incorporated herein by reference.

The Confidentiality Agreement. The Company and Balmoral entered into a confidentiality agreement dated as of December 16, 2021 (the "**Confidentiality Agreement**"). As a condition to being furnished certain confidential information ("**Confidential Information**"), Balmoral agreed that such Confidential Information will be kept by it and its representatives confidential and will be used solely for the purpose of evaluating a possible transaction involving the Company. The Confidentiality Agreement contains customary standstill provisions with a term of 12 months that would automatically terminate before the expiration of such term in certain situations, including the entry by the Company into a final definitive agreement with any person or group that is not an affiliate of the Company providing for (i) acquisition of more than 50% of Company's voting securities or all or substantially all of the Company's assets or (ii) any tender or exchange offer, pursuant to which such person or group will beneficially acquire more than 50% of the Company's voting securities. The Confidentiality Agreement expires two years after the date of the Confidentiality Agreement.

The foregoing summary and description of the Confidentiality Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Confidentiality Agreement, a copy of which has been filed as Exhibit (d)(6) to the Schedule TO and which is incorporated herein by reference.

Debt Commitment Letters. The description of the Debt Commitment Letters included in Section 12—"Sources and Amount of Funds" is incorporated into this Section 11 by reference.

12. Sources and Amount of Funds

The Offeror estimates that it will need approximately $233.1 million to purchase Shares in the Offer to provide funding for the consideration to be paid in the Merger, plus certain fees and expenses related to the Transactions. Parent has obtained an Equity Commitment Letter from the Equity Investor which provides for up to $123 million of equity financing. In addition, Parent has obtained Debt Commitment Letters for an aggregate of $165.75 million of debt financing. Parent will contribute or otherwise advance to the Offeror the proceeds of the equity and debt commitments, which will be sufficient to pay the Required Amount. The equity financing commitments and debt financing commitments are subject to certain conditions.

We do not believe our financial condition is material to your decision whether to tender your Shares and accept the Offer because (a) we were organized solely in connection with the Offer and the Merger and, prior to the Expiration Time, will not carry on any activities other than in connection with the Offer and the Merger, (b) the Offer is being made for any and all of the issued and outstanding Shares solely for cash, (c) the Offer is not subject to any financing condition, (d) the Offer is being made for any and all of the outstanding Shares of the Company, (e) if we consummate the Offer, subject to the satisfaction or waiver of certain conditions, we have agreed to acquire all remaining Shares (other than the Cancelled Shares) for cash at the same price per share as the Offer Price in the Merger and (f) we have all of the financial resources, including committed equity and debt financing, sufficient to finance the Offer and the Merger.

Equity Financing.

Parent has received an Equity Commitment Letter, dated May, 11, 2022, from the Equity Investor pursuant to which the Equity Investor has committed, subject to the conditions of the Equity Commitment Letter, equity financing up to $123.0 million in equity ("**Equity Financing**" and together with the Debt Financing, the "**Financing**") for the purpose of enabling (a) Parent to cause the Offeror to accept for payment and pay for all Shares tendered pursuant to the Offer at the Acceptance Time (the "**Offer Amount**") and (b) Parent to make the payments due pursuant to the Merger Agreement (the "**Merger Amount**"). With respect to the Offer Amount and the Merger Amount, the conditions to the Equity Investors' funding obligation under the Equity Commitment Letter include: (1) with respect to the Offer Amount, (A) the execution and delivery of the Merger Agreement by the Company, (B) the satisfaction in full or valid waiver of the Offer Conditions (other than those Offer Conditions that by their nature are to be satisfied at the consummation of the Offer, but subject to the concurrent satisfaction or waiver of such Offer Conditions at the consummation of the Offer), (C) the prior or simultaneous closing of the Debt Financing (other than with respect to any revolving credit facility thereunder),

and (D) the contemporaneous consummation of the Merger, and (2) with respect to the Merger Amount, (A) the execution and delivery of the Merger Agreement by the Company, (B) the satisfaction in full or valid waiver of the conditions precedent to Parent's and the Offeror's obligations set forth in the Merger Agreement (other than those conditions precedent that by their nature are to be satisfied at the Merger Closing, but subject to the concurrent satisfaction or waiver of such conditions precedent at the Merger Closing), (C) the prior or simultaneous closing of the Debt Financing (other than with respect to any revolving credit facility thereunder), and (D) the contemporaneous consummation of the Merger.

The Equity Investor's funding obligations under the Equity Commitment Letter will automatically terminate and cease to be of any further force or effect without the need for any further action by an person upon the earliest to occur of: (a) a valid termination of the Merger Agreement in accordance with its terms, (b) the Merger Closing, (c) the payment by the Equity Investor of the Guaranteed Obligation pursuant to the Limited Guarantee, and (d) the assertion, directly or indirectly, by the Company or any of its affiliates, or any of its or their respective representatives, or any other person, directly or indirectly, of any claim against the Equity Investor and certain other related parties, except for (x) claims by the Company against the Equity Investor in respect of the Guaranteed Obligation solely as and to the extent specified in, and on the terms and subject to the conditions of, the Limited Guarantee and (y) claims by the Company to enforce as a third party beneficiary to the Equity Commitment Letter solely in the event that the Company is awarded specific performance (solely as and to the extent specified in, and on the terms and subject to the conditions of, the Equity Commitment Letter), solely to the extent permitted under, and on the terms and subject to the conditions of, the Merger Agreement).

The obligation of the Equity Investor under the Equity Commitment Letter to fund the Equity Financing may be assigned, in whole or in art, to any equity co-investor, any Affiliates or any affiliated funds, including Balmoral Special Situations Fund IV, L.P. or any parallel fund or alternative investment vehicle thereof, if such assignment would not impair or delay the consummation of the Merger or the funding of the Equity Commitment, but no such assignment shall relieve Investor of any of its obligations hereunder except if and to the extent, if any, that the assignee actually performs such obligations.

The Company is a third party beneficiary of the Equity Commitment Letter solely in the event that the Company is awarded, in accordance with, and subject to, the terms and conditions of the Merger Agreement, specific performance of Parent's obligation to cause the Equity Financing to be funded in accordance with the terms and conditions of the Equity Commitment Letter.

This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Equity Commitment Letter, a copy of which has been filed as Exhibit (d)(3) to the Schedule TO and which is incorporated herein by reference.

Assignment and Assumption Agreement. On May 16, 2022, the Equity Investor entered into an assignment and assumption agreement with Special Situations Fund IV (the "Equity Commitment/Limited Guarantee Assignment"), pursuant to which the Equity Investor assigned its obligation to fund the lesser of 66.66667% of the Equity Commitment and $80 million of the Equity Commitment to Special Situations Fund IV. Additionally, pursuant to the Equity Commitment/Limited Guarantee Assignment, the Equity Investor assigned 66.6667% of its obligations under the Limited Guarantee (as defined above) to Special Situations Fund IV.

The foregoing summary and description of the Equity Commitment/Limited Guarantee Assignment does not purport to be complete and is qualified in its entirety by reference to the full text of the Equity Commitment/Limited Gurantee, which is filed as Exhibit (d)(4) to the Schedule TO and which is incorporated herein by reference.

Debt Financing.

In connection with its entry into the Merger Agreement, Parent entered into a debt commitment letters (collectively, the "**Debt Commitment Letters**") with certain financial institutions, providing for commitments in

respect of (i) a senior secured term loan facility for an aggregate committed amount of $130.0 million (the "**Term Loan Credit Facility**") and (ii) an asset based revolving credit facility in an aggregate committed principal amount of $35.75 million (the "**Revolving Credit Facility**" and, together with the Term Loan Credit Facility, the "**Debt Financing**").

It is anticipated that the proceeds of the new credit facilities will be used to partially finance the Offer and the Merger Consideration, refinance existing indebtedness of the Company and its subsidiaries, pay related fees and expenses incurred in connection with the Offer and the Merger and the Transactions and to provide for ongoing working capital and for other general corporate purposes of the Company and its subsidiaries.

The Term Loan Credit Facility will mature on the date that is the earlier of (a) 5 years from date of funding and (b) the maturity date of the Revolving Credit Facility. The Term Loan Credit Facility will amortize quarterly, starting the third full fiscal quarter after the date of funding, by 0.625% until the eighth full fiscal quarter, and then by 1.250% from the ninth full fiscal quarter and thereafter. The amounts outstanding under the Term Loan Credit Facility will bear interest at a rate per annum equal to the Applicable Margin, 6.00% per annum, plus the base rate of the greater of (i) 1.00% and (ii) the sum of (A) the forward-looking term rate for SOFR for a period of three months and reset on the first business day of fiscal quarter, plus (B) a spread adjust of 26.161 basis points.

The Revolving Credit Facility will terminate and all amounts outstanding will be payable in full on the earlier of (a) 5 years from the date of funding and (b) ninety-one days prior to the stated maturity of the Term Loan Credit Facility. The interest rates per annum applicable to the Revolving Credit Facility will be the Term SOFR Rate (to be defined in the credit documentation) (the "Benchmark Rate") plus the applicable margin as defined in the Revolving Credit Facility term sheet or, at the option of the borrowers, the Base Rate(to be defined as the highest of (a) the Federal Funds Rate plus ½ of 1.00%, (b) the Bank of America prime rate and (c) the Benchmark Rate plus 1.00% plus the applicable margin.

The definitive documentation for the Debt Financing as contemplated by the Debt Commitment Letters will contain covenants, events of default and other terms and provisions that have been agreed with the financial institutions and are set forth on the term sheets attached as an exhibit to each of the respective Debt Commitment Letters and otherwise consistent with the "Documentation Principles" contemplated by the respective Debt Commitment Letters.

The availability of the Debt Financing is subject to, among other things:

- the substantially concurrent consummation of the Merger in accordance with the Merger Agreement in all material respects;
- the consummation of the Equity Commitment and the substantially concurrent consummation of the Refinancing as defined in the Debt Commitment Letters;
- the execution and delivery of definitive documentation consistent with the Debt Commitment Letters;
- no Company Material Adverse Effect, which for the purposes of the Debt Commitment Letters, is defined as in the Merger Agreement, has occurred since the date of the Merger Agreement;
- the receipt by lenders of certain audited and unaudited financial statements of the Company;
- the payment of all applicable fees and expenses;
- the receipt by the lenders of documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations (including the PATRIOT Act) at least three business days prior the date of funding, including an executed W9 (or other applicable tax form) of each borrower and a beneficial ownership certification in relation to each borrower;

- the borrowers will have minimum liquidity of no less than $8,000,000 after giving effect to the Transactions and the making of all advances on the closing date;
- the "closing date acquisition agreement representations" shall be true and correct to the extent required by the "certain funds provision" as specified in the Debt Commitment Letters and the "specified representation" shall be true and correct in all respects (to the extent materiality qualifiers are contained therein) and true and correct in all material respects (to the extent no materiality qualifiers are contained therein), in each case on the closing date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall be true and correct in all respects (to the extent materiality qualifier are contained therein) and true and correct in all material respects (to the extent no materiality qualifiers are contained therein) at such earlier date; and
- the delivery of customary closing documents.

This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Debt Commitment Letters, copies of which has been filed as Exhibits (b)(1) and (b)(2) to the Schedule TO and which is incorporated herein by reference.

13. Conditions of the Offer

Capitalized terms used in this Section 13—"Conditions of the Offer," but not defined herein have the respective meanings given to them in the Merger Agreement.

Pursuant to and subject to the Merger Agreement, the Offeror is not required to accept for payment or, subject to any applicable rules and regulations of the SEC (including Rule 14e-1(c) promulgated under the Exchange Act (relating to the obligation of the Offeror to pay for or return tendered Shares promptly after termination or withdrawal of the Offer)), pay for any Shares that are validly tendered pursuant to the Offer and not properly withdrawn prior to the Expiration Time, and may extend, terminate or amend the Offer in the event that, as of immediately prior to the Expiration Time (i) the Minimum Condition has not been satisfied; or (ii) any of the following have occurred and continue to exist:

(1) any government entity of competent and applicable jurisdiction that has enacted, issued or promulgated any law that is in effect as of immediately prior to the Expiration Time and has the effect of making the Offer, the acquisition of Company Shares by Parent or Offeror, or the Merger illegal or which has the effect of prohibiting or otherwise preventing the consummation of the Offer, the acquisition of Company Shares by Parent or Offeror, or the Merger, or (ii) issued or granted any order that is in effect as of immediately prior to the Expiration Time and has the effect of making the Offer, the acquisition of Company Shares by Parent or Offeror, or the Merger illegal or which has the effect of prohibiting or otherwise preventing the consummation of the Offer, the acquisition of Company Shares by Parent or Offeror, or the Merger;

(2) the representations and warranties of the Company set forth in the Merger Agreement (i) are not true and correct in all respects as of the Capitalization Date, except for de minimis inaccuracies, (ii) are not true and correct in all material respects on the date hereof and at and as of immediately prior to the Expiration Time, as though made at and as of such time (except to the extent expressly made as of an earlier date, in which case, at and as of such earlier date), (iii) are not true and correct in all respects on the Effective Date and at and as of immediately prior to the Expiration Time, as though made at and as of such time (except to the extent expressly made as of an earlier date, in which case, at and as of such earlier date), and (iv) are not true and correct in all respects at and as of immediately prior to the Expiration Time as though made at and as of such time (except to the extent expressly made as of an earlier date, in which case, at and as of such earlier date), except where the failure to be so true and correct would not have or reasonably be expected to have, individually or in the aggregate, a (a) material adverse effect on the business, assets, properties, condition (financial or otherwise) or

results of operations of the Company and its Subsidiaries, taken as a whole or (b) would prevent the Company from consummating, or to materially impair or materially delay the ability of the Company to consummate, the Merger or any of the other transactions contemplated by this Agreement (a "**Company Material Adverse Effect**");

(3) the Company failed to comply with or perform in all material respects its agreements, obligations and covenants required to be complied with or performed by it prior to the Expiration Time under the Agreement and such failure to comply or perform shall not have been cured by the Expiration Time;

(4) any state of facts, change, condition, occurrence, effect, event, circumstance or development has occurred that would reasonably be expected to have a Company Material Adverse Effect;

(5) the Company shall not have delivered to Parent and Offeror a certificate, signed on behalf of the Company by its chief executive officer, certifying that the conditions set forth in clauses (2), (3) and (4) shall not have occurred and be continuing as of immediately prior to the Expiration Time; or

(6) the Agreement shall have been terminated in accordance with its terms (the "**Termination Condition**").

All of the conditions to the Offer must be satisfied or waived at or prior to the Expiration Time.

The foregoing conditions are for the sole benefit of Parent and the Offeror and, subject to the terms and conditions of the Merger Agreement and applicable law, may be waived by Parent and the Offeror, in whole or in part, at any time and from time to time (other than the Minimum Condition) prior to the Expiration Time. The failure by Parent or the Offeror at any time to exercise any of the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right that may be asserted at any time and from time to time.

14. Dividends and Distributions

No dividends were paid on the Company's Common Stock during the years ended December 31, 2020 and 2021 or in 2022.

Under the terms of the Merger Agreement, the Company is not permitted, without the prior written consent of Parent (not to be unreasonably withheld, conditioned or delayed), to authorize, declare, set aside, make or pay any dividend or other distribution with respect to the Shares.

15. Certain Legal Matters; Regulatory Approvals

General. Except as otherwise set forth in this Offer to Purchase, based on Parent's and the Offeror's review of publicly available filings by the Company with the SEC and other information regarding the Company, Parent and the Offeror are not aware of any licenses or other regulatory permits which appear to be material to the business of the Company and which might be adversely affected by the acquisition of Shares by the Offeror or Parent pursuant to the Offer or of any approval or other action by any governmental, administrative or regulatory agency or authority which would be required for the acquisition or ownership of Shares by the Offeror, or Parent pursuant to the Offer. In addition, except as set forth below, Parent and the Offeror are not aware of any filings, approvals or other actions by or with any governmental authority or administrative or regulatory agency that would be required for Parent's and the Offeror's acquisition or ownership of the Shares. Should any such approval or other action be required, Parent and the Offeror currently expect that such approval or action, except as described below under "*State Takeover Laws*," would be sought or taken. There can be no assurance that any such approval or action, if needed, would be obtained or, if obtained, that it will be obtained without substantial conditions. In such an event, we may not be required to purchase any Shares in the Offer. See Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents—The Merger Agreement—Termination," Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents—The Merger Agreement—Further Action; Reasonable Best Efforts" and Section 13—"Conditions of the Offer."

U.S. Antitrust Compliance. At any time before or after the Offeror's acceptance for payment of Shares pursuant to the Offer, if the Antitrust Division or the FTC believes that the Offer would violate the U.S. federal antitrust laws by substantially lessening competition in any line of commerce affecting U.S. consumers, the FTC and the Antitrust Division have the authority to challenge the Transactions by seeking a federal court order enjoining the Transactions or, if Shares have already been acquired, requiring disposition of those Shares, or the divestiture of substantial assets of the Offeror, the Company, or any of their respective subsidiaries or affiliates, or seek other conduct relief. At any time before or after consummation of the Transactions, U.S. state attorneys general and private persons may also bring legal action under the antitrust laws seeking similar relief or seeking conditions to the completion of the Offer. There can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if a challenge is made, what the result will be. If any such action is threatened or commenced by the FTC, the Antitrust Division or any state or any other person, the Offeror may not be obligated to consummate the Offer or the Merger. See Section 13—"Conditions of the Offer."

State Takeover Laws. A number of states (including Delaware, where the Company is incorporated) have adopted takeover laws and regulations which purport, to varying degrees, to be applicable to attempts to acquire securities of corporations which are incorporated in such states or which have substantial assets, stockholders, principal executive offices or principal places of business therein.

In general, Section 203 of the DGCL ("**Section 203**") restricts an "interested stockholder" (in general, a person who individually or with or through any of its affiliates or associates, owns 15% or more of a corporation's outstanding voting stock or is an affiliate or associate of the corporation and was the owner of 15% or more of a corporation's outstanding voting stock at any time within the three-year-period immediately prior to the date of the determination as to whether such person is an interested stockholder) from engaging in a "business combination" (defined to include mergers and certain other actions) with a Delaware corporation for three years following the time such person became an interested stockholder unless: (i) before such person became an interested stockholder, the board of directors of the corporation approved either the transaction in which the interested stockholder became an interested stockholder or the business combination; (ii) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (A) persons who are directors and also officers and (B) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or (iii) at or subsequent to such time that such person became an interested stockholder, the business combination is (A) approved by the board of directors of the corporation and (B) authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of the holders of at least 66 2/3% of the outstanding voting stock of the corporation not owned by the interested stockholder.

Generally, a business combination includes a merger, consolidation, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder, which would include the Merger Agreement and the Transactions. Subject to certain exceptions, an interested stockholder is a person who, together with that person's affiliates and associates, owns, or within the previous three years owned, 15% or more of the Company's voting stock.

In accordance with the provisions of the Company's charter, the Company Board has approved the Merger Agreement and the Transactions, as described in the Schedule 14D-9, and Parent and the Offeror have represented and warranted that neither them nor their respective subsidiaries nor any affiliate or associate thereof are or have been an interested stockholder at any time during the period commencing three years prior to the date of the Merger Agreement. Therefore, the restrictions set forth in the Company's charter are inapplicable to the Merger and the Transactions.

The foregoing descriptions are not complete and are qualified in their entirety by reference to the provisions of the Company's charter and Section 203.

A number of states have adopted laws and regulations applicable to attempts to acquire securities of corporations that are incorporated, or have substantial assets, stockholders, principal executive offices or principal places of business, or whose business operations otherwise have substantial economic effects, in such states. In 1982, in *Edgar v. MITE Corp*., the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987, in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court held that the State of Indiana could, as a matter of corporate law, constitutionally disqualify a potential acquiror from voting shares of a target corporation without the prior approval of the remaining stockholders where, among other things, the corporation is incorporated, and has a substantial number of stockholders, in the state. Subsequently, in *TLX Acquisition Corp. v. Telex Corp*., a U.S. federal district court in Oklahoma ruled that the Oklahoma statutes were unconstitutional as applied to corporations incorporated outside Oklahoma in that they would subject such corporations to inconsistent regulations. Similarly, in *Tyson Foods, Inc. v. McReynolds*, a U.S. federal district court in Tennessee ruled that four Tennessee takeover statutes were unconstitutional as applied to corporations incorporated outside Tennessee. This decision was affirmed by the United States Court of Appeals for the Sixth Circuit. In December 1988, a U.S. federal district court in Florida held in *Grand Metropolitan PLC v. Butterworth* that the provisions of the Florida Affiliated Transactions Act and the Florida Control Share Acquisition Act were unconstitutional as applied to corporations incorporated outside of Florida. The state law before the Supreme Court was by its terms applicable only to corporations that had a substantial number of stockholders in the state and were incorporated there.

The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted takeover laws. We do not know whether any of these laws will, by their terms, apply to the Offer or the Merger and have not attempted to comply with any such laws. Should any person seek to apply any state takeover law, we will take such action as then appears desirable, which may include challenging the validity or applicability of any such statute in appropriate court proceedings. In the event any person asserts that the takeover laws of any state are applicable to the Offer or the Merger, and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer or the Merger, we may be required to file certain information with, or receive approvals from, the relevant state authorities. In addition, if enjoined, we may be unable to accept for payment any Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer and the Merger. In such case, we may not be obligated to accept for payment any Shares tendered in the Offer. See Section 13—"Conditions of the Offer."

16. Appraisal Rights.

No appraisal rights are available to the holders of Shares in connection with the Offer. However, if the Merger takes place pursuant to Section 251(h) of the DGCL stockholders who have not tendered their Shares pursuant to the Offer and who comply with the applicable legal requirements will have appraisal rights under Section 262 of the DGCL. If you choose to exercise your appraisal rights in connection with the Merger, comply with the applicable legal requirements under the DGCL and do not withdraw, waive or otherwise lose your right to appraisal under Section 262 of the DGCL, you will be entitled to payment in cash in an amount equal to the "fair value" of your Shares (exclusive of any element of value arising from the accomplishment or expectation of the Merger) as determined by the Delaware Court of Chancery, together with interest, if any, to be paid upon the amount determined to be the fair value. This value may be the same as, or more or less than, the price that the Offeror is offering to pay you in the Offer and the Merger. Moreover, the Surviving Corporation may argue in an appraisal proceeding that, for purposes of such a proceeding, the fair value of such Shares is less than the price paid in the Offer and the Merger.

Under Section 262 of the DGCL, where a merger is approved under Section 251(h) of the DGCL, either a constituent corporation before the effective date of the merger, or the Surviving Corporation within ten days

thereafter, will notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and will include in such notice a copy of Section 262. The Schedule 14D-9 will contain the formal notice of appraisal rights under Section 262 of the DGCL. Any holder of Shares who wishes to exercise such appraisal rights or who wishes to preserve his, her or its right to do so, should review the discussion of appraisal rights in the Schedule 14D-9 as well as Section 262 of the DGCL, attached as Annex B to the Schedule 14D-9, carefully because failure to timely and properly comply with the procedures specified may result in the loss of appraisal rights under the DGCL.

Any stockholder wishing to exercise appraisal rights is urged to consult legal counsel before attempting to exercise such rights.

As described more fully in the Schedule 14D-9, if a stockholder elects to exercise appraisal rights under Section 262 of the DGCL with respect to Shares held immediately prior to the Effective Time, such stockholder must do all of the following:

- within the later of the consummation of the Offer, which will occur on the date on which the Offeror irrevocably accepts for purchase the Shares validly tendered in the Offer, and twenty days after the date of mailing of the notice of appraisal rights in the Schedule 14D-9 (which date of mailing is May 25, 2022), deliver to the Company at the address indicated in the Schedule 14D-9, a demand in writing for appraisal of such Shares , which demand must reasonably inform the Company of the identity of the stockholder and that the stockholder is demanding appraisal for such Shares;
- not tender such Shares in the Offer; and
- continuously hold of record such Shares from the date on which the written demand for appraisal is made through the effective date of the Merger.

The foregoing summary of the rights of the Company's stockholders to seek appraisal rights under Delaware law does not purport to be a complete statement of the procedures to be followed by stockholders desiring to exercise appraisal rights and is qualified in its entirety by reference to Section 262 of the DGCL. The preservation and proper exercise of appraisal rights requires strict adherence to the applicable provisions of the DGCL. Failure to timely and properly follow the steps required by Section 262 of the DGCL for the perfection of appraisal rights may result in the loss of those rights. A copy of Section 262 of the DGCL is included as Annex B to the Schedule 14D-9.

You will not be entitled to appraisal rights unless the Merger is completed. The information provided above is for informational purposes only with respect to your alternatives if the Merger is completed. If you tender your shares in the Offer, you will not be entitled to exercise appraisal rights with respect to your shares but, instead, upon the terms and subject to the conditions to the Offer, you will receive the Offer Price for your Shares.

17. Fees and Expenses

The Offeror has retained the Depositary and Paying Agent and the Information Agent in connection with the Offer. Each of the Depositary and Paying Agent and the Information Agent will receive customary compensation, reimbursement for out-of-pocket expenses, and indemnification against certain liabilities in connection with the Offer, including liabilities under the federal securities laws. As part of the services included in such retention, the Information Agent may contact holders of Shares by personal interview, mail, electronic mail, telephone, telex, telegraph and other methods of electronic communication and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer materials to beneficial holders of Shares.

Except as set forth above, neither Parent nor the Offeror will pay any fees or commissions to any broker, dealer, commercial bank, trust company or other nominee for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks, trust companies or other nominees will upon request be reimbursed by the Offeror, upon request, for customary mailing and handling expenses incurred by them in forwarding the offering material to their clients.

18. Miscellaneous

The Offer is being made to all holders of the Shares. We are not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If we become aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to U.S. state statute, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of the Offeror by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by the Offeror.

The Offeror and Parent have filed with the SEC the Schedule TO (including exhibits) in accordance with the Exchange Act, furnishing certain additional information with respect to the Offer and may file amendments thereto. The Schedule TO and any amendments thereto, including exhibits, may be examined and copies may be obtained from the SEC in the manner set forth in Section 8—"Certain Information Concerning the Company—Available Information."

No person has been authorized to give any information or make any representation on behalf of Parent or the Offeror not contained in this Offer to Purchase or in the Letter of Transmittal and, if given or made, that information or representation must not be relied upon as having been authorized. Neither delivery of this Offer to Purchase nor any purchase pursuant to the Offer will, under any circumstances, create any implication that there has been no change in the affairs of Parent, the Offeror, the Company or any of their respective subsidiaries since the date as of which information is furnished or the date of this Offer to Purchase.

Balmoral Swan MergerSub, Inc.

May 25, 2022

Schedule A

Directors and Executive Officers of

The Offeror, Parent, Balmoral and Controlling Entities

1. The Offeror

The Offeror, a Delaware corporation, was formed on May 4, 2022, solely for the purpose of completing the proposed Offer and Merger and has conducted no business activities other than those related to the structuring and negotiation of the Offer and the Merger and arranging financing therefore. The Offeror is a direct, wholly owned subsidiary of Parent and has not engaged in any business except as contemplated by the Merger Agreement. The Offeror has no assets or liabilities other than its contractual rights and obligations related to the Merger Agreement. The principal office address of Balmoral, Parent and the Offeror is 11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025. The telephone number at the principal office is (310) 473-3065.

Directors and Executive Officers of the Offeror

The name, position, business address, citizenship, present principal occupation or employment and material occupations, positions, offices or employment for the past five years of each of the directors and executive officers of the Offeror are set forth below.

Name and Position	Business Office Address and Telephone Number	Present Principal Occupation or Employment and Employment History
Bradley Crocker *President* *Director*	1330 Lake Robbins Dr Suite 310, The Woodlands, TX 77380 (815) 224-1525	Bradley Crocker currently serves as the CEO of Epsilyte LLC, starting in 2020, and has previously served as CEO of Americas Styrenics from 2012 to 2020. Mr. Crocker has held various positions of increasing responsibility throughout the chemical industry for more than 30 years. Mr. Crocker has previously served on the boards of the American Chemistry Council and Pine Chemical Association and currently serves on the board of Epsilyte LLC, Plastics Industry Association, and Expandable Polystyrene Industry Alliance.
David Shainberg *Secretary* *Director*	11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025 (310) 473-3065	David Shainberg is a Managing Director at Balmoral Funds, responsible for investment execution and portfolio management. Mr. Shainberg joined Balmoral in 2012 and currently sits on the boards of Epsilyte and Mooyah. Prior to joining Balmoral, Mr. Shainberg worked at Brookfield Asset Management and JP Morgan. Mr. Shainberg received his BA in Economics from New York University.

Name and Position	Business Office Address and Telephone Number	Present Principal Occupation or Employment and Employment History
Robin Nourmand *Treasurer* *Director*	11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025 (310) 473-3065	Robin Nourmand is a Managing Director at Balmoral. He was the first investment professional Balmoral hired, in 2006. He has been involved with all aspects of the firm. Mr. Nourmand currently serves on the boards of Dispatch Transportation, iGPS, Enesco, Resco, Epsilyte and KP Aviation. Mr. Nourmand is a graduate of UCLA, where he received a B.A. in Business-Economics. He also holds a J.D. from the UCLA School of Law, and an M.B.A. from the UCLA Anderson School of Management. He serves on the Board of Directors of Jewish National Fund (Los Angeles chapter) and UCLA Hillel.
Jonathan Victor *Director*	11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025 (310) 473-3065	Jonathan Victor serves as the Senior Managing Director of Balmoral. Since founding the firm in 2005, Mr. Victor has led all aspects of the firm. His accountabilities have included chairing the Investment Committee and leading engagement with management teams of portfolio companies. Mr. Victor currently chairs the board of Dispatch Transportation, Enesco, and Epsilyte. He serves on the boards of iGPS, Mooyah, KP Aviation, Enflite, and Resco. Some of Mr. Victor's affiliations prior to founding Balmoral in 2005, include: Senior Vice President of corporate finance at The Irvine Company in Newport Beach, California, where he was involved with capital markets functions; and Vice President of Investments at SunAmerica in Los Angeles, where he was responsible for acquisitions and special investments. Mr. Victor received his J.D. and M.B.A. from Stanford University, M.A. in Jurisprudence from Oxford University and B.A. from Princeton University.
Johnny Lincoln *Director*	1700 Horizon Ridge Pkwy Ste 104 Henderson NV 89012	Dr. Johnny Lincoln currently serves as the Growth Officer at Axiom Materials, where he previously served as CEO from 2009 to 2022. Prior to Axiom, Lincoln also held positions at NASA JPL and Umeco Advanced Materials.

Name and Position	Business Office Address and Telephone Number	Present Principal Occupation or Employment and Employment History
		Lincoln completed his undergraduate work at the College of Chemistry at the University of California, Berkeley in 2000. He later enrolled at the University of California, Irvine, earning his Masters in Engineering in 2004, and his Ph.D. in Materials Science and Engineering in 2007. He is an active researcher and publisher with interests that span the fields of advanced materials, industrial ecology, and sustainability. Lincoln serves on the boards of Epsilyte, Aerodine Composites, LifePort, Axiom Materials, Microtex Composites, and the WISDOM Institute at the University of California.

2. Parent

Parent, a Delaware corporation, was formed on May 4, 2022, solely for the purpose of completing the Merger and has conducted no business activities other than those related to the structuring and negotiation of the Offer and the Merger and arranging financing therefor. Parent has not engaged in any business except as contemplated by the Merger Agreement. The principal office address of Balmoral, Parent and the Offeror is 11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025. The telephone number at the principal office is (310) 473-3065.

Directors and Executive Officers of the Parent

The name, position, business address, citizenship, present principal occupation or employment and material occupations, positions, offices or employment for the past five years of each of the directors and executive officers of the Offeror are set forth below.

Name and Position	Business Office Address and Telephone Number	Present Principal Occupation or Employment and Employment History
Bradley Crocker *President* *Director*	1330 Lake Robbins Dr Suite 310, The Woodlands, TX 77380 (815) 224-1525	Bradley Crocker currently serves as the CEO of Epsilyte LLC, starting in 2020, and has previously served as CEO of Americas Styrenics from 2012 to 2020. Mr. Crocker has held various positions of increasing responsibility throughout the chemical industry for more than 30 years. Mr. Crocker has previously served on the boards of the American Chemistry Council and Pine Chemical Association and currently serves on the board of Epsilyte LLC, Plastics Industry Association, and Expandable Polystyrene Industry Alliance.
David Shainberg *Secretary* *Director*	11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025 (310) 473-3065	David Shainberg is a Managing Director at Balmoral Funds, responsible for investment execution and portfolio management.

Name and Position	Business Office Address and Telephone Number	Present Principal Occupation or Employment and Employment History
		Mr. Shainberg joined Balmoral in 2012 and currently sits on the boards of Epsilyte and Mooyah. Prior to joining Balmoral, Mr. Shainberg worked at Brookfield Asset Management and JP Morgan. Mr. Shainberg received his BA in Economics from New York University.
Robin Nourmand *Treasurer* *Director*	11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025 (310) 473-3065	Robin Nourmand is a Managing Director at Balmoral. He was the first investment professional Balmoral hired, in 2006. He has been involved with all aspects of the firm. Mr. Nourmand currently serves on the boards of Dispatch Transportation, iGPS, Enesco, Resco, Epsilyte and KP Aviation. Mr. Nourmand is a graduate of UCLA, where he received a B.A. in Business-Economics. He also holds a J.D. from the UCLA School of Law, and an M.B.A. from the UCLA Anderson School of Management. He serves on the Board of Directors of Jewish National Fund (Los Angeles chapter) and UCLA Hillel.
Jonathan Victor *Director*	11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025 (310) 473-3065	Jonathan Victor serves as the Senior Managing Director of Balmoral. Since founding the firm in 2005, Mr. Victor has led all aspects of the firm. His accountabilities have included chairing the Investment Committee and leading engagement with management teams of portfolio companies. Mr. Victor currently chairs the board of Dispatch Transportation, Enesco, and Epsilyte. He serves on the boards of iGPS, Mooyah, KP Aviation, Enflite, and Resco. Some of Mr. Victor's affiliations prior to founding Balmoral in 2005, include: Senior Vice President of corporate finance at The Irvine Company in Newport Beach, California, where he was involved with capital markets functions; and Vice President of Investments at SunAmerica in Los Angeles, where he was responsible for acquisitions and special investments. Mr. Victor received his J.D. and M.B.A. from Stanford University, M.A. in Jurisprudence from Oxford University and B.A. from Princeton University.

Name and Position	Business Office Address and Telephone Number	Present Principal Occupation or Employment and Employment History
Johnny Lincoln *Director*	1700 Horizon Ridge Pkwy Ste 104 Henderson NV 89012	Dr. Johnny Lincoln currently serves as the Growth Officer at Axiom Materials, where he previously served as CEO from 2009 to 2022. Prior to Axiom, Lincoln also held positions at NASA JPL and Umeco Advanced Materials. Lincoln completed his undergraduate work at the College of Chemistry at the University of California, Berkeley in 2000. He later enrolled at the University of California, Irvine, earning his Masters in Engineering in 2004, and his Ph.D. in Materials Science and Engineering in 2007. He is an active researcher and publisher with interests that span the fields of advanced materials, industrial ecology, and sustainability. Lincoln serves on the boards of Epsilyte, Aerodine Composites, LifePort, Axiom Materials, Microtex Composites, and the WISDOM Institute at the University of California.

3. Balmoral Funds LLC

Balmoral is a Delaware limited liability company that serves as the investment manager of other Balmoral investment funds. The principal business of Balmoral is managing certain of the Equity Investor and other Balmoral investment funds. The principal office address of Balmoral, Parent and the Offeror is 11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025. The telephone number at the principal office is (310) 473-3065.

Directors and Executive Officers of the Balmoral Funds LLC

Balmoral is a member-managed limited liability company with Johnathan Victor as the sole member and his position, business address, citizenship, present principal occupation or employment and material occupations, positions, offices or employment for the past five are set forth below.

Name and Position	Business Office Address and Telephone Number	Present Principal Occupation or Employment and Employment History
Jonathan Victor *Managing Partner*	11150 Santa Monica Blvd, Suite 825, Los Angeles, CA 90025 (310) 473-3065	Jonathan Victor serves as the Senior Managing Director of Balmoral. Since founding the firm in 2005, Mr. Victor has led all aspects of the firm. His accountabilities have included chairing the Investment Committee and leading engagement with management teams of portfolio companies. Mr. Victor currently chairs the board of Dispatch Transportation, Enesco, and Epsilyte. He serves on the boards of iGPS, Mooyah, KP Aviation, Enflite, and Resco. Some of

Name and Position	Business Office Address and Telephone Number	Present Principal Occupation or Employment and Employment History
		Mr. Victor's affiliations prior to founding Balmoral in 2005, include: Senior Vice President of corporate finance at The Irvine Company in Newport Beach, California, where he was involved with capital markets functions; and Vice President of Investments at SunAmerica in Los Angeles, where he was responsible for acquisitions and special investments. Mr. Victor received his J.D. and M.B.A. from Stanford University, M.A. in Jurisprudence from Oxford University and B.A. from Princeton University.

The Depositary and Paying Agent for the Offer is:

Computershare

If delivering by First Class, Registered or Certified mail:

Computershare Trust Company, N.A.
c/o Voluntary Corp Actions
P.O. Box 43011
Providence, RI 02940-3011

By Express or overnight delivery:

Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

Questions or requests for assistance may be directed to the Information Agent at the telephone numbers and address set forth below. Questions or requests for assistance or additional copies of the Offer to Purchase and this Letter of Transmittal may be directed to the Information Agent at the address and telephone numbers set forth below. Stockholders may also contact their broker, dealer, commercial bank or trust company for assistance concerning the Offer.

The Information Agent for the Offer is:

Georgeson LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Shareholders, Banks and Brokers in North America may call toll free: 866-413-5899 All others call: 1-781-575-2137

LETTER OF TRANSMITTAL

to Tender Shares of Common Stock

of

TRECORA RESOURCES

at

$9.81 PER SHARE, NET IN CASH

Pursuant to the Offer to Purchase dated May 25, 2022

by

BALMORAL SWAN MERGERSUB, INC.

a wholly owned subsidiary of

BALMORAL SWAN PARENT, INC.

and

BALMORAL FUNDS LLC

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON JUNE 24, 2022 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 23, 2022) UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

Method of delivery of the certificate(s) is at the option and risk of the owner thereof.*See Instruction 2.*

The Depositary for the Offer is:

Computershare

If delivering by First Class, Registered or Certified Mail mail:	*By Express or overnight delivery:*
Computershare Trust Company, N.A. c/o Voluntary Corp Actions P.O. Box 43011 Providence, RI 02940-3011	Computershare Trust Company, N.A. c/o Voluntary Corporate Actions 150 Royall Street, Suite V Canton, MA 02021

Delivery of this Letter of Transmittal to an address other than as set forth above will not constitute a valid delivery to the Depositary (as defined below). You must sign this Letter of Transmittal in the appropriate space provided therefor below, with signature guaranteed, if required, and complete the IRS Form W-9 included in this Letter of Transmittal or IRS Form W-8, if applicable. The instructions set forth in this Letter of Transmittal should be read carefully before you tender any of your Shares (as defined below) into the Offer (as defined below).

DESCRIPTION OF SHARES TENDERED

Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank, exactly as name(s) appear(s) on certificate(s)) (Attach additional signed list if necessary)	Certificate Number(s)(*)	Shares Tendered Total Number of Shares Represented by Certificate(s) (**)	Total Number of Shares Tendered(**)
	Total Shares		

(*) Certificate numbers are not required if tender is being made by book-entry transfer.

(**) Unless a lower number of Shares to be tendered is otherwise indicated, it will be assumed that all Shares, including any and all book entry shares you may have in your account, described above are being tendered. See Instruction 4.

The Offer is not being made to (and no tenders will be accepted from or on behalf of) holders of Shares (as defined below) in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the securities, "blue sky" or other laws of such jurisdiction.

This Letter of Transmittal is to be used by stockholders of Trecora Resources (the "Company"), if certificates (the "Share Certificates") for shares of common stock, par value $0.10 per share, of the Company (the "Shares") are to be forwarded herewith or, unless an Agent's Message (as defined in Section 3 of the Offer to Purchase) is utilized, if delivery of Shares is to be made by book-entry transfer to an account maintained by Computershare Trust Company, N.A. (the "Depositary") at The Depository Trust Company ("DTC") (as described in Section 2 of the Offer to Purchase and pursuant to the procedures set forth in Section 3 thereof).

Stockholders whose Share Certificates are not immediately available, or who cannot complete the procedure for book-entry transfer on a timely basis, or who cannot deliver all other required documents to the Depositary prior to the Expiration Time, must tender their Shares according to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase in order to participate in the Offer. Shares tendered by the Notice of Guaranteed Delivery (as defined below) will be excluded from the calculation of the Minimum Tender Condition (as defined in the Offer to Purchase), unless such Shares and other required documents are received by the Depositary by the Expiration Time. See Instruction 2. **Delivery of documents to DTC does not constitute delivery to the Depositary.**

Additional Information if Shares Have Been Lost, Destroyed or Stolen, Are Being Delivered By Book-Entry Transfer, or Are Being Delivered Pursuant to a Previous Notice of Guaranteed Delivery

If Share Certificates you are tendering with this Letter of Transmittal have been lost, stolen, destroyed or mutilated, you should contact Computershare Trust Company, N.A. as transfer agent (the "Transfer Agent"), at (800) 622-6757, regarding the requirements for replacement. You may be required to post a bond to secure against the risk that the Share Certificates may be subsequently recirculated. **You are urged to contact the Transfer Agent immediately in order to receive further instructions, for a determination of whether you will need to post a bond and to permit timely processing of this documentation. See Instruction 11.**

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED HEREWITH.

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO AN ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (NOTE THAT ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN THE SYSTEM OF DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering Institution:

DTC Account Number:

Transaction Code Number:

☐ CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Tendering Stockholder(s):

DTC/VOI Ticket Number (if any):

Date of Execution of Notice of Guaranteed Delivery:

Name of Eligible Institution that Guaranteed Delivery:

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Balmoral Swan Merger Sub, Inc., a Delaware corporation ("Offeror") and wholly owned subsidiary of Balmoral Swan Parent Inc., an Delaware corporation ("Parent"), the above described shares of common stock, par value $0.10 per share (the "Shares"), of Trecora Resources, a Delaware corporation (the "Company"), pursuant to Offeror's offer to purchase all of the issued and outstanding Shares, at a purchase price of $10.70 per Share, net to the holder of such Share in cash, without interest and subject to any applicable tax withholding, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated May 25, 2022 (the "Offer to Purchase"), and in this Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase, as each may be amended and supplemented from time to time, collectively constitute the "Offer"), receipt of which is hereby acknowledged.

Upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms of any such extension or amendment), and effective upon acceptance for payment of the Shares validly tendered herewith and not validly withdrawn prior to the Expiration Time (as defined in the Summary Term Sheet to the Offer to Purchase) in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to or upon the order of Offeror all right, title and interest in and to all of the Shares that are being tendered hereby (and any and all dividends, distributions, rights, other Shares or other securities issued or issuable in respect thereof on or after the date hereof (collectively, "Distributions")) and irrevocably constitutes and appoints the Offeror as the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares (and any and all Distributions), with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest in the Shares tendered by this Letter of Transmittal), to (i) deliver Share Certificates for such Shares (and any and all Distributions) or transfer ownership of such Shares (and any and all Distributions) on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Offeror, (ii) present such Shares (and any and all Distributions) for transfer on the books of the Company and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares (and any and all Distributions), all in accordance with the terms and subject to the conditions of the Offer.

By executing this Letter of Transmittal (or taking action resulting in the delivery of an Agent's Message), the undersigned hereby irrevocably appoints each of the designees of Offeror the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, (i) to vote at any annual or special meeting of the Company's stockholders or any adjournment or postponement thereof or otherwise in such manner as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, (ii) to execute any written consent concerning any matter as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to and (iii) to otherwise act as each such attorney-in-fact and proxy or its, his or her substitute shall in its, his or her sole discretion deem proper with respect to, all of the Shares (and any and all Distributions) tendered hereby and accepted for payment by Offeror. This appointment will be effective if and when, and only to the extent that, Offeror accepts such Shares for payment pursuant to the Offer. This power of attorney and proxy are irrevocable and are granted in consideration of the acceptance for payment of such Shares in accordance with the terms of the Offer. Such acceptance for payment shall, without further action, revoke any prior powers of attorney and proxies granted by the undersigned at any time with respect to such Shares (and any and all Distributions), and no subsequent powers of attorney, proxies, consents or revocations may be given by the undersigned with respect thereto (and, if given, will not be deemed effective). Offeror reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon Offeror's acceptance for payment of such Shares, Offeror or its designees must be able to exercise full voting, consent and other rights with respect to such Shares (and any and all Distributions), including voting at any meeting of the Company's stockholders.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer any and all of the Shares tendered hereby (and any and all Distributions) and that, when the same are accepted for payment by Offeror, Offeror will acquire good, marketable and unencumbered title to such

Shares (and such Distributions), free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claims. The undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Share Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or Offeror to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any and all Distributions). In addition, the undersigned shall remit and transfer promptly to the Depositary for the account of Offeror all Distributions in respect of any and all of the Shares tendered hereby, accompanied by appropriate documentation of transfer, and, pending such remittance and transfer or appropriate assurance thereof, Offeror shall be entitled to all rights and privileges as owner of each such Distribution and may withhold the entire purchase price of the Shares tendered hereby or deduct from such purchase price the amount or value of such Distribution as determined by Offeror in its sole discretion.

All authority herein conferred or agreed to be conferred shall not be affected by, and shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned hereby acknowledges that delivery of any Share Certificate shall be effected, and risk of loss and title to such Share Certificate shall pass, only upon the proper delivery of such Share Certificate to the Depositary.

The undersigned understands that the valid tender of Shares pursuant to any of the procedures described in the Offer to Purchase and in the Instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. Offeror's acceptance of such Shares for payment will constitute a binding agreement between the undersigned and Offeror upon the terms and subject to the conditions of the Offer (and if the Offer is extended or amended, the terms and conditions of such extension or amendment). The undersigned recognizes that under certain circumstances set forth in the Offer, Offeror may not be required to accept for exchange any Shares tendered hereby.

Unless otherwise indicated under "Special Payment Instructions," please issue a check for the purchase price of all Shares purchased and, if appropriate, return Share Certificates not tendered or accepted for payment in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price of all Shares purchased and, if appropriate, return any Share Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the purchase price of all Shares purchased and, if appropriate, return any Share Certificates not tendered or not accepted for payment (and any accompanying documents, as appropriate) in the name(s) of, and deliver such check and, if appropriate, return any Share Certificates (and any accompanying documents, as appropriate) to, the person(s) so indicated. Unless otherwise indicated herein in the box entitled "Special Payment Instructions," please credit any Shares tendered herewith by book-entry transfer that are not accepted for payment by crediting the account at DTC designated above. The undersigned recognizes that Offeror has no obligation, pursuant to the "Special Payment Instructions," to transfer any Shares from the name of the registered holder thereof if Offeror does not accept for payment any of the Shares so tendered. The undersigned recognizes that Offeror has no obligation, pursuant to the Special Payment Instructions, to transfer any Shares from the name(s) of the registered holder(s) thereof if Offeror does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS

(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Share Certificates not tendered or not accepted for payment are to be issued in the name of someone other than the undersigned.

Issue check and/or certificates to:

Name: _____

(Please Print)

Address: _____

_____

(Include Zip Code)

(Taxpayer Identification or Social Security No.)

(Also Complete, as appropriate, Form W-9 Included Below)
SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares accepted for payment and/or Share Certificates evidencing Shares not tendered or not accepted are to be mailed to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail check and/or Share Certificates to:

Name: _____

(Please Print)

Address: _____

_____

(Include Zip Code)
IMPORTANT
STOCKHOLDER: YOU MUST SIGN BELOW
(U.S. Holders: Please complete and return the Form W-9 included below)
(Non-U.S. Holders: Please obtain, complete and return appropriate IRS Form W-8)

Sign Here:

Sign Here:

(Signature(s) of Holder(s) of Shares)

Dated:

Name(s):

(Please Print)

Capacity (full title) (See Instruction 5):

Address:

(Include Zip Code)

Area Code and Telephone No:

Tax Identification or Social Security No. (See Form W-9 included below):
(Must be signed by registered holder(s) exactly as name(s) appear(s) on stock certificate(s) or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5.)

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. *Guarantee of Signatures.* No signature guarantee is required on this Letter of Transmittal (a) if this Letter of Transmittal is signed by the registered holder(s) (which term, for purposes of this Instruction, includes any participant in DTC's systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith, unless such registered holder has completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on this Letter of Transmittal or (b) if such Shares are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of the Securities Transfer Agents Medallion Program or any other "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each, an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. *Requirements of Tender.* No alternative, conditional or contingent tenders will be accepted. In order for Shares to be validly tendered pursuant to the Offer, one of the following procedures must be followed:

For Shares held as physical certificates, the original Share Certificates representing tendered Shares, a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal before the Expiration Time (unless the tender is made during a subsequent offering period, if one is provided, in which case the Share Certificates representing Shares, this Letter of Transmittal and other documents must be received before the expiration of the subsequent offering period).

For Shares held in book-entry form, either a properly completed and duly executed Letter of Transmittal, together with any required signature guarantees, or an Agent's Message in lieu of this Letter of Transmittal, and any other required documents, must be received by the Depositary at one of its addresses set forth on the front page of this Letter of Transmittal, and such Shares must be delivered according to the book-entry transfer procedures (as set forth in Section 3 of the Offer to Purchase) and a timely confirmation of a book-entry transfer of Shares into the Depositary's account at DTC (a "Book-Entry Confirmation") must be received by the Depositary, in each case before the Expiration Time (unless the tender is made during a subsequent offering period, if one is provided, in which case this Letter of Transmittal or an Agent's Message in lieu of this Letter of Transmittal, and other documents must be received before the expiration of the subsequent offering period).

Stockholders whose Share Certificates are not immediately available, or who cannot complete the procedure for delivery by book-entry transfer prior to the Expiration Time or who cannot deliver all other required documents to the Depositary prior to the Expiration Time, may tender their Shares by properly completing and duly executing a notice of guaranteed delivery (a "Notice of Guaranteed Delivery") pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Offeror, must be received by the Depositary prior to the Expiration Time and (iii) Share Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with this Letter of Transmittal, properly completed and duly executed, together with any required signature guarantees (or, in the case of book-entry transfer of Shares, either this Letter of Transmittal or an Agent's Message in lieu of this Letter of Transmittal), and any other documents required by this Letter of Transmittal, must be received by the Depositary within two NASDAQ Stock Market trading days after the date of execution of such Notice of Guaranteed Delivery. A Notice of Guaranteed Delivery may be delivered by overnight courier or emailed to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by Offeror. In the case of Shares held through DTC, the Notice of Guaranteed Delivery must be delivered to the Depositary by a participant by means of the confirmation system of DTC. Shares tendered by the

Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Condition (as such term is defined in the Offer to Purchase), unless such Shares and other required documents are received by the Depositary by the Expiration Time.

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Depositary and forming part of a Book-Entry Confirmation that states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares that are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that Offeror may enforce such agreement against the participant.

The method of delivery of Shares, this Letter of Transmittal and all other required documents, including delivery through DTC, is at the election and risk of the tendering stockholder. Shares will be deemed delivered (and the risk of loss of Share Certificates will pass) only when actually received by the Depositary (including, in the case of a book-entry transfer, by Book-Entry Confirmation). If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

No fractional Shares will be purchased. By executing this Letter of Transmittal, the tendering stockholder waives any right to receive any notice of the acceptance for payment of Shares.

3. *Inadequate Space.* If the space provided herein is inadequate, Share Certificate numbers, the number of Shares represented by such Share Certificates and/or the number of Shares tendered should be listed on a separate signed schedule attached hereto.

4. *Partial Tenders (Not Applicable to Stockholders who Tender by Book-Entry Transfer).*If fewer than all the Shares represented by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Total Number of Shares Tendered". In such case, a new certificate for the remainder of the Shares represented by the old certificate will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the appropriate box on this Letter of Transmittal, as promptly as practicable following the expiration or termination of the Offer. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements.*

(a) *Exact Signatures.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificates without alteration, enlargement or any change whatsoever.

(b) *Joint Holders.* If any of the Shares tendered hereby are held of record by two or more persons, all such persons must sign this Letter of Transmittal.

(c) *Different Names on Certificates.* If any of the Shares tendered hereby are registered in different names on different Share Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Share Certificates.

(d) *Endorsements.* If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Share Certificates or separate stock powers are required unless payment of the purchase price is to be made, or Shares not tendered or not purchased are to be returned, in the name of any person other than the registered holder(s). Signatures on any such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

(e) *Stock Powers.* If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, Share Certificates must be endorsed or accompanied by appropriate stock powers, in

either case, signed exactly as the name(s) of the registered holder(s) appear(s) on the Share Certificates for such Shares. Signature(s) on any such Share Certificates or stock powers must be guaranteed by an Eligible Institution. See Instruction 1.

(f) *Evidence of Fiduciary or Representative Capacity.* If this Letter of Transmittal or any Share Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other legal entity or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Depositary of the authority of such person so to act must be submitted. Proper evidence of authority includes a power of attorney, a letter of testamentary or a letter of appointment.

6. *Stock Transfer Taxes.* Except as otherwise provided in this Instruction 6, Parent or any successor entity thereto will pay all stock transfer taxes with respect to the transfer and sale of any Shares to it or its order pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include United States federal income taxes or backup withholding taxes). If, however, payment of the purchase price is to be made to, or if Share Certificate(s) for Shares not tendered or not accepted for payment are to be registered in the name of, any person(s) other than the registered holder(s), or if tendered Share Certificate(s) are registered in the name of any person(s) other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes or other taxes required by reason of the payment to a person other than the registered holder of such Shares (whether imposed on the registered holder(s) or such other person(s)) payable on account of the transfer to such other person(s) will be the responsibility of the shareholder and evidence satisfactory to Parent of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificate(s) evidencing the Shares tendered hereby.

7. *Special Payment and Delivery Instructions.* If a check is to be issued for the purchase price of any Shares tendered by this Letter of Transmittal in the name of, and, if appropriate, Share Certificates for Shares not tendered or not accepted for payment are to be issued or returned to, any person(s) other than the signer of this Letter of Transmittal or if a check and, if appropriate, such Share Certificates are to be returned to any person(s) other than the person(s) signing this Letter of Transmittal or to an address other than that shown in this Letter of Transmittal, the appropriate boxes on this Letter of Transmittal must be completed.

8. *Form W-9 and Form W-8.* Payments made to a tendering stockholder that is a U.S. person for U.S. federal income tax purposes may be subject to backup withholding, unless such stockholder provides the appropriate documentation to the Depositary certifying that, among other things, its taxpayer identification number ("TIN") is correct, or otherwise establishes an exemption. Such stockholder should use the Internal Revenue Service ("IRS") Form W-9 provided in this Letter of Transmittal for this purpose and should (i) enter its name, U.S. federal tax classification, address and TIN on the face of the IRS Form W-9, (ii) if such stockholder is a corporation or other entity that is exempt from backup withholding, or if such stockholder is exempt from FATCA reporting, provide its "Exempt payee code" or "Exemption from FATCA reporting code" and (iii) sign and date the IRS Form W-9 and return it to the Depositary. If such stockholder does not provide its correct TIN and other required information or an adequate basis for exemption, payments made to such stockholder will be subject to backup withholding at a rate of 24% and such stockholder may be subject to a penalty imposed by the IRS. If the Shares being tendered by such stockholder are in more than one name or are not in the name of their actual owner, such stockholder should consult the instructions accompanying the IRS Form W-9 (the "W-9 Instructions") for information on which TIN to report. If such stockholder has not been issued a TIN, such stockholder should consult the W-9 Instructions, and the Depositary will withhold 24% on payments to such stockholder if the Depositary is not provided with a TIN by the time any such payment is made.

Exempt stockholders (including, among others, certain corporations) are not subject to these information reporting and backup withholding requirements, provided that, if required, they properly demonstrate their eligibility for exemption. See the W-9 Instructions for additional instructions.

In order for a stockholder that is not a U.S. person for U.S. federal income tax purposes to avoid backup withholding, such stockholder should submit the appropriate version of IRS Form W-8 (available from the IRS website at http://www.irs.gov), signed under penalty of perjury, attesting to such stockholder's foreign status. The failure of such a stockholder to provide the appropriate IRS Form W-8 may result in backup withholding at a rate of 24% on some or all of the payments made to such stockholder pursuant to the Offer.

Backup withholding is not an additional U.S. federal income tax. Any amounts withheld under the backup withholding rules may be allowed as a credit against a stockholder's U.S. federal income tax liability, provided the required information is furnished to the IRS in a timely manner.

9. *Irregularities.* All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Offeror, in its sole discretion, which determination shall be final and binding on all parties. However, stockholders may challenge Offeror's determinations in a court of competent jurisdiction. Offeror reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of its counsel, be unlawful. Offeror also reserves the absolute right to waive any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been waived or cured within such time as Offeror shall determine. None of Offeror, the Depositary, the Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders or incur any liability for failure to give any such notice. Offeror's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

10. *Questions and Requests for Additional Copies.* The Information Agent may be contacted at the address and telephone number set forth on the last page of this Letter of Transmittal for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Offeror's expense.

11. *Lost, Stolen Destroyed or Mutilated Certificates.* If any Share Certificate has been lost, stolen, destroyed or mutilated, the stockholder should promptly notify the Transfer Agent at (800) 622-6757. The stockholder will then be instructed as to the steps that must be taken in order to replace such Share Certificates. You may be required to post a bond to secure against the risk that the Share Certificates(s) may be subsequently recirculated. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificates have been followed. You are urged to contact the Transfer Agent immediately in order to receive further instructions and for a determination of whether you will need to post a bond and to permit timely processing of this documentation. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed, mutilated or stolen Share Certificates have been followed.

Share Certificates evidencing tendered Shares, or a Book-Entry Confirmation into the Depositary's account at DTC, as well as this Letter of Transmittal, properly completed and duly executed, with any required signature guarantees, or an Agent's Message (if utilized in lieu of this Letter of Transmittal in connection with a book-entry transfer), and any other documents required by this Letter of Transmittal, must be received before the Expiration Time, or the tendering stockholder must comply with the procedures for guaranteed delivery.

Form **W-9**

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

u **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) u _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) u

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** u **Date** u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (cancelled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later*.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a

C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	**THEN check the box for . . .**
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester* , later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* , earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct

TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodialaccount of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantortrust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The Depositary and Paying Agent for the Offer to Purchase is:

Computershare

If delivering by First Class, Registered or Certified Mail mail:
Computershare Trust Company, N.A.
c/o Voluntary Corp Actions
P.O. Box 43011
Providence, RI 02940-3011

By Express or overnight delivery:
Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

The Information Agent for the Offer is:

The Information Agent may be contacted at the address and telephone number listed below for questions and/or requests for additional copies of the Offer to Purchase, this Letter of Transmittal, the notice of guaranteed delivery and other tender offer materials. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance. Such copies will be furnished promptly at Offeror's expense.

Georgeson LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Shareholders, Banks and Brokers in North America may call toll free: 866-413-5899
All others call: 1-781-575-2137

NOTICE OF GUARANTEED DELIVERY

for Tender of Shares of Common Stock
of

TRECORA RESOURCES

at

$9.81 PER SHARE, NET IN CASH

Pursuant to the Offer to Purchase dated May 25, 2022

by

BALMORAL SWAN MERGERSUB, INC.

a wholly owned subsidiary of

BALMORAL SWAN PARENT, INC.

and

BALMORAL FUNDS LLC

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ONJUNE 24, 2022 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 23, 2022) UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if a stockholder wishes to participate in the Offer (as defined below) and (a) certificates representing shares of common stock, par value $0.10 per share (the "**Shares**"), of Trecora Resources, a Delaware corporation, are not immediately available, (b) the procedure for book-entry transfer cannot be completed prior to the expiration of the Offer or (c) time will not permit all required documents to reach Computershare Trust Company, N.A. (the "**Depositary and Paying Agent**") prior to the expiration of the Offer. This Notice of Guaranteed Delivery may be delivered by mail, facsimile transmission or overnight courier to the Depositary and Paying Agent and must include a guarantee by an Eligible Institution (as defined below). See Section 3—"Procedure for Tendering Shares" of the Offer to Purchase (as defined below).

Computershare

By First Class, Registered or Certified Mail:	*By Email Transmission:*	*By Express or Overnight Courier:*
Computershare Trust Company, N.A. c/o Voluntary Corp Actions P.O. Box 43011 Providence, RI 02940-3011	CANOTICEOFGUARANTEE@ computershare.com	Computershare Trust Company, N.A. c/o Voluntary Corporate Actions 150 Royall Street, Suite V Canton, MA 02021

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION (AS DEFINED BELOW) UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE APPROPRIATE LETTER OF TRANSMITTAL.

The Eligible Institution that completes this Notice of Guaranteed Delivery must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal (as defined below) or an Agent's Message (as defined in Section 3 of the Offer to Purchase) and certificates for Shares (or Book-Entry Confirmation, as defined in Section 3 of the Offer to Purchase) to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

Ladies and Gentlemen:

The undersigned hereby tenders to Balmoral Swan Merger Sub, Inc., a Delaware corporation and a directly, wholly-owned subsidiary of Balmoral Swan Parent Inc., an Delaware corporation, upon the terms and subject to the conditions set forth in the offer to purchase, dated May 25, 2022 (as it may be amended or supplemented from time to time, the "Offer to Purchase"), and the related letter of transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer"), receipt of which is hereby acknowledged, the number of Shares of the Company specified below, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Shares tendered by the Notice of Guaranteed Delivery will be excluded from the calculation of the Minimum Tender Condition (as defined in the Offer to Purchase), unless such Shares and other required documents are received by the Depositary by the Expiration Time.

Number of Shares and Certificate No(s)
(if available)

_____

_____

☐ Check here if Shares will be tendered by book-entry transfer.

Name of Tendering Institution:

DTC Account Number: _____

Dated: _____

_____

Name(s) of Record Holder(s):

_____

_____

(Please type or print)

Address: _____

(Zip Code)

Area Code and Tel. No: _____

(Daytime telephone number)

Signature(s): _____

Notice of Guaranteed Delivery

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association Incorporated, including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an "Eligible Institution"), hereby: (1) represents that the tender of Shares effected hereby complies with Rule 14e-4 under the U.S. Securities Exchange Act of 1934, as amended, and (2) guarantees that either the certificates representing the Shares tendered hereby, in proper form for transfer, or timely confirmation of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company (pursuant to the procedures set forth in Section 3 of the Offer to Purchase), together with a properly completed and duly executed Letter of Transmittal, or an Agent's Message (defined in Section 3 of the Offer to Purchase) in lieu of such Letter of Transmittal, and any other documents required by the Letter of Transmittal, will be received by the Depositary at one of its addresses set forth above within two Nasdaq Stock Market trading days after the date of execution hereof.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal, certificates representing the Shares and/or any other required documents to the Depositary within the time period shown above. Failure to do so could result in a financial loss to such Eligible Institution.

Participants should notify the Depositary prior to covering through the submission of a physical security directly to the Depositary based on a guaranteed delivery that was submitted via DTC's PTOP platform.

Name of Firm: _____

Address: _____

_____

(Zip Code)

Area Code and Tel. No: _____

_____

(Authorized Signature)

Name: _____

(Please type or print)

Title: _____

Date:

NOTE: DO NOT SEND CERTIFICATES REPRESENTING TENDERED SHARES WITH THIS NOTICE. CERTIFICATES REPRESENTING TENDERED SHARES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

OFFER TO PURCHASE FOR CASH
Any and All Outstanding Shares of Common Stock
of

TRECORA RESOURCES

at

$9.81 PER SHARE, NET IN CASH

Pursuant to the Offer to Purchase dated May 25, 2022

by

BALMORAL SWAN MERGERSUB, INC.

a wholly owned subsidiary of

BALMORAL SWAN PARENT, INC.

and

BALMORAL FUNDS LLC

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ONJUNE 24, 2022 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 23, 2022) UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

May 25, 2022

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We have been engaged by Balmoral Swan Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Balmoral Swan Parent Inc., an Oregon corporation ("Parent"), to act as Information Agent in connection with Purchaser's offer to purchase all of the issued and outstanding shares of Common Stock, par value $0.10 per share (the "Shares"), Trecora Resources, a Delaware corporation ("Trecora"), at a purchase price of $9.81 per Share, net to the seller in cash without interest and subject to any required withholding taxes (such amount, the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated May 25, 2022 (together with any amendments or supplements thereto, the "Offer to Purchase"), and the related letter of transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer") enclosed herewith. Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

THE BOARD OF DIRECTORS OF TRECORA UNANIMOUSLY RECOMMENDS THAT STOCKHOLDERS ACCEPT THE OFFER AND TENDER ALL THEIR SHARES IN THE OFFER.

The Offer is subject to the satisfaction of conditions specified in the Agreement and Plan of Merger dated as of May 11, 2022, among Parent, Purchaser and Trecora (together with any amendments or supplements thereto, the

"Merger Agreement"), including, that there shall have been validly tendered in the Offer and not validly withdrawn prior to the Expiration Time (excluding Shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in satisfaction of such guarantee in accordance with Section 251(h) of the DGCL) that number of Shares that, together with any Shares beneficially owned by Purchaser or its "affiliates" (as defined in Section 251(h) of the DGCL), will, immediately after giving effect to the acceptance for payment of Shares in the Offer, equal at least one vote more than 50% of the aggregate voting power of all issued and outstanding Shares (the "Minimum Tender Condition") and the other conditions described in the Offer to Purchase. See Section 15-"Certain Conditions of the Offer" of the Offer to Purchase. The Offer is not subject to a financing condition.

For your information and for forwarding to your clients for whom you hold Shares registered in your name or in the name of your nominee, we are enclosing the following documents:

1. The Offer to Purchase;
2. The Letter of Transmittal for your use in accepting the Offer and tendering Shares and for the information of your clients, which includes an IRS Form W-9 relating to backup federal income tax withholding;
3. Trecora's Solicitation/Recommendation Statement on Schedule 14D-9;
4. A form of letter which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer; and
5. A return envelope addressed to the Depositary and Paying Agent for your use only.

Your prompt action is requested. We urge you to contact your clients as promptly as possible. Please note that the Offer will expire at one minute after 11:59 P.M., New York City time, on April 25, 2022, unless the Offer is extended or terminated in accordance with the terms of the Merger Agreement. Previously tendered Shares may be withdrawn at any time until the Offer has expired; and, if not previously accepted for payment at any time, after May 27, 2022, pursuant to SEC (as defined in the Offer to Purchase) regulations.

The Offer is being made pursuant to the Merger Agreement. The Merger Agreement provides, among other things, that following consummation of the Offer and provided that (1) any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, applicable to the Transactions (as defined below) shall have been terminated or expired, and any date before which each of the parties have committed in writing to any governmental authority not to close the Transactions shall have passed, and (2) no temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the Merger (as defined below) will be in effect, nor will any action have been taken by any governmental authority of competent jurisdiction, and no statute, rule, regulation or order will have been enacted, entered, enforced or deemed applicable to the Merger, that in each case prohibits, makes illegal, or enjoins the consummation of the Merger, Purchaser will merge with and into Trecora (the "Merger" and together with the Offer and the other transactions contemplated by the Merger Agreement, collectively, the "Transactions"), without approval of Trecora's stockholders, pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), with Trecora surviving as the surviving corporation in the Merger. As a result of the Merger, the Shares will cease to be publicly traded.

Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each Share (other than Shares owned directly or indirectly by Parent or Purchaser, Shares held by the Company as treasury stock immediately prior to the Effective Time, and Shares owned by a holder who has properly demanded appraisal under Section 262 of the DGCL and who has not effectively withdrawn such demand) that is outstanding and is not tendered and accepted pursuant to the Offer immediately prior to the Effective Time will be cancelled and

extinguished and automatically converted into the right to receive an amount in cash equal to the Offer Price, without interest and subject to any required withholding taxes (the "Per Share Price") and each Share shall thereafter represent only the right to receive the Per Share Price with respect thereto in accordance with the terms of the Merger Agreement.

On May 11, 2022, the board of directors of Trecora (the "Trecora Board") adopted resolutions: (i) determining the Agreement and Transactions are fair to and in the best interests of Trecora and its stockholders; (ii) declaring it advisable for Trecora to execute and enter into the Merger Agreement, deliver and perform its obligations under the Merger Agreement and consummate the Transactions upon the terms and subject to the conditions set forth in the Merger Agreement; (iii) resolving that the Merger Agreement and the Transactions shall be governed by and effected under Section 251(h) of the DGCL; and (iv) resolving to recommend that the stockholders of Trecora accept the Offer and tender their shares of common stock pursuant to the Offer on the terms and subject to the conditions set forth in the Merger Agreement.

For Shares to be properly tendered pursuant to the Offer, the share certificates or confirmation of receipt of such Shares under the procedure for book-entry transfer, together with a properly completed and duly executed Letter of Transmittal, including any required medallion signature guarantees, or an "Agent's Message" (as defined in Section 3-"Procedures for Accepting the Offer and Tendering Shares" of the Offer to Purchase) in the case of book-entry transfer, and any other documents required in the Letter of Transmittal, must be timely received by the Depositary and Paying Agent.

Neither Parent nor Purchaser will pay any fees or commissions to any broker or dealer or other person (other than the Depositary and Paying Agent and the Information Agent as described in the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. Purchaser will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for reasonable and necessary costs and expenses incurred by them in forwarding materials to their customers. Parent will pay all stock transfer taxes applicable to its purchase of Shares pursuant to the Offer, after giving effect to the Transactions, except as otherwise provided in the Letter of Transmittal.

The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the laws of such jurisdiction. However, Purchaser may, in its discretion, take such action as it may deem necessary to make the Offer in any such jurisdiction and extend the Offer to holders of Shares in such jurisdiction.

Any inquiries you may have with respect to the Offer should be addressed to, and additional copies of the enclosed materials may be obtained from, the undersigned at the addresses and telephone numbers set forth on the back cover of the Offer to Purchase.

Very truly yours,

Georgeson LLC

Nothing contained herein or in the enclosed documents shall render you the agent of Purchaser, the Information Agent or the Depositary and Paying Agent or any affiliate of any of them or authorize you or any other person to use any document or make any statement or representation on behalf of any of them in connection with the Offer not contained in the Offer to Purchase or the Letter of Transmittal.

Exhibit (a)(1)(E)

OFFER TO PURCHASE FOR CASH

Any and All Outstanding Shares of Common Stock
of

TRECORA RESOURCES

at

$9.81 PER SHARE, NET IN CASH

Pursuant to the Offer to Purchase dated May 25, 2022

by

BALMORAL SWAN MERGERSUB, INC.

a wholly owned subsidiary of

BALMORAL SWAN PARENT, INC.

and

BALMORAL FUNDS LLC

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ONJUNE 24, 2022 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 23, 2022) UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

May 25, 2022

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated May 25, 2022 (together with any amendments or supplements thereto, the "Offer to Purchase"), and the related letter of transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer") in connection with the offer by Balmoral Swan Merger Sub, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Balmoral Swan Parent Inc., an Delaware corporation ("Parent"), to purchase all of the issued and outstanding shares of Common Stock, par value $0.10 per share (the "Shares") of Trecora Resources, a Delaware corporation ("Trecora"), at a purchase price of $9.81 per Share, net to the seller, in cash, without interest and subject to any required withholding taxes (the "Offer Price"), upon the terms and subject to the conditions of the Offer.

Also enclosed is Trecora's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9"), which was filed by Trecora with the U.S. Securities and Exchange Commission (the "SEC") in connection with the Offer.

THE BOARD OF DIRECTORS OF TRECORA UNANIMOUSLY RECOMMENDS THAT YOU ACCEPT THE OFFER AND TENDER ALL OF YOUR SHARES IN THE OFFER.

We or our nominees are the holder of record of Shares held for your account. A tender of such Shares can be made only by us as the holder of record and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Shares held by us for your account.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account pursuant to the Offer.

Please note carefully the following:

1. The Offer Price is $9.81 per Share, net to the seller, in cash, without interest, and subject to any required withholding taxes, upon the terms and subject to the conditions set forth in the Offer.

2. The Offer is being made for all issued and outstanding Shares.

3. The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of May 11, 2022 (together with any amendments or supplements thereto, the "Merger Agreement"), among Parent, Purchaser and Trecora, pursuant to which, after the completion of the Offer and provided that (1) any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, applicable to the Transactions (as defined below) shall have been terminated or expired, and any date before which each of the parties have committed in writing to any governmental authority not to close the Transactions shall have passed, and (2) no temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the Merger (as defined below) will be in effect, nor will any action have been taken by any governmental authority of competent jurisdiction, and no statute, rule, regulation or order will have been enacted, entered, enforced or deemed applicable to the Merger, that in each case prohibits, makes illegal, or enjoins the consummation of the Merger, Purchaser will merge with and into Trecora (the "Merger"), without approval of Trecora's stockholders, pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (the "DGCL"), with Trecora surviving as the surviving corporation in the Merger. As a result of the Merger, the Shares will cease to be publicly traded

4. On May 11, 2022, the board of directors of Trecora (the "Trecora Board") adopted resolutions: (i) determining the Agreement and Transactions are fair to and in the best interests of Trecora and its stockholders; (ii) declaring it advisable for Trecora to execute and enter into the Merger Agreement, deliver and perform its obligations under the Merger Agreement and consummate the Transactions upon the terms and subject to the conditions set forth in the Merger Agreement; (iii) resolving that the Merger Agreement and the Transactions shall be governed by and effected under Section 251(h) of the DGCL; and (iv) resolving to recommend that the stockholders of Trecora accept the Offer and tender their shares of common stock pursuant to the Offer on the terms and subject to the conditions set forth in the Merger Agreement.

5. The Offer and withdrawal rights will expire at one minute after 11:59 P.M., New York City time, on June 24, 2022, unless the Offer is extended by Purchaser in accordance with the Merger Agreement. Previously tendered Shares may be withdrawn at any time until the Offer has expired; and, if not previously accepted for payment, at any time, after June 24, 2022, pursuant to SEC (as defined in the Offer to Purchase) regulations.

6. The Offer is subject to the satisfaction of the Minimum Tender Condition (as defined in the Offer to Purchase) and the other conditions described in the Offer to Purchase. See Section 15-"Certain Conditions of the Offer" of the Offer to Purchase. The Offer is not subject to a financing condition.

7. Any transfer taxes applicable to the sale of Shares to Purchaser pursuant to the Offer will be paid or be caused to be paid by Parent, after giving effect to the Transactions, except as otherwise provided in the Letter of Transmittal.

If you wish to have us tender any or all of your Shares, please so instruct us by completing, executing, detaching and returning to us the Instruction Form on the detachable part hereof. An envelope to return your instructions to us is enclosed. If you authorize the tender of your Shares, then all such Shares will be tendered unless otherwise specified on the Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit the tender on your behalf before the expiration of the Offer.

The Offer is not being made to (nor will tenders be accepted from or on behalf of) holders of Shares in any state in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such state or any administrative or judicial action pursuant thereto. Purchaser may, in its discretion, take such action as it deems necessary to make the Offer to holders of Shares in such state. The Offer is being made to all holders of Shares. We are not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other law or regulation of such jurisdiction. If we become aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with law or regulation, we will make a good faith effort to comply with any such law or regulation. If, after such good faith effort, we cannot comply with any such law or regulation, the Offer will not be made to (nor will tenders be accepted from or on behalf of holders of) the holders of Shares in such state. In those jurisdictions where applicable laws or regulations require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by Purchaser.

INSTRUCTION FORM

With Respect to the Offer To Purchase For Cash
All Outstanding Shares of
Common Stock
of

TRECORA RESOURCES

at

$9.81 NET PER SHARE
Pursuant to the Offer to Purchase dated May 25, 2022
by

BALMORAL SWAN MERGER SUB, INC.
a wholly owned subsidiary of
BALMORAL SWAN PARENT INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT
ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 24, 2022,
UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated May 25, 2022 (together with any amendments or supplements thereto, the "Offer to Purchase"), and the related letter of transmittal (together with any amendments or supplements thereto, the "Letter of Transmittal" and, together with the Offer to Purchase, the "Offer"), in connection with the offer by Balmoral Swan Merger Sub, Inc. a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Balmoral Swan Parent Inc., an Delaware corporation, to purchase all of the issued and outstanding shares of Common Stock, par value $0.10 per share (the "Shares") of Trecora Resources, a Delaware corporation, at a purchase price of $9.81 per Share, net to the seller, in cash, without interest and subject to any required withholding taxes, upon the terms and subject to the conditions of the Offer.

The undersigned hereby instruct(s) you to tender to Purchaser the number of Shares indicated below or, if no number is indicated, all Shares held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer. The undersigned understand(s) and acknowledge(s) that all questions as to the validity, form and eligibility (including time of receipt) and acceptance for payment of any tender of Shares made on the undersigned's behalf will be determined by Purchaser in its sole discretion.

ACCOUNT NUMBER:

NUMBER OF SHARES BEING TENDERED HEREBY:_____ SHARES*

The method of delivery of this document is at the election and risk of the tendering stockholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

Dated:

(Signatures(s))

(Please Print Name(s))

Address:

(Include Zip Code)

Area Code and Telephone Number:

Taxpayer Identification Number or Social Security Number:

LETTER OF INSTRUCTION

Mail or deliver this Letter of Instruction, or a facsimile, to:

If delivering by mail:

Computershare Trust Company, N.A.
Voluntary Corp Actions
P.O. Box 43011
Providence, RI 02940-3011

By overnight delivery:

Computershare Trust Company, N.A.
Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

For assistance call Georgeson LLC, the information agent for the Offer, at (866) 413-5899

LETTER OF INSTRUCTION

AND

NOTICE TO PARTICIPANTS IN THE
TEXAS OIL & CHEMICAL CO. II, INC. 401(K) PLAN

Offer to Purchase for Cash
All Outstanding Shares of Common Stock of
TRECORA RESOURCES
at
$9.81 Per Share by
BALMORAL SWAN MERGER SUB, INC.
a wholly owned direct subsidiary of BALMORAL SWAN PARENT, INC.

IMMEDIATE ATTENTION REQUIRED

May 25, 2022

Re: Tender Offer for Shares of Trecora Resources

Dear Plan Participant:

On May 25, 2022, Balmoral Swan Merger Sub, Inc. ("**Purchaser**"), a Delaware corporation and a wholly owned subsidiary of Balmoral Swan Parent, Inc. ("**Parent**"), an Oregon corporation, commenced an offer to purchase (the "**Offer to Purchase**"), subject to certain conditions, including the satisfaction of the Minimum Tender Condition (as defined in the Offer to Purchase), any and all of the issued and outstanding shares of common stock, par value $0.10 per share (the "**Shares**"), of Trecora Resources, a Delaware corporation (the "**Company**"), at a price of $9.81 per Share, without interest (the "**Offer Price**"), net to the seller in cash, less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase.

You are receiving this notice (the "**Notice**") because our records reflect that, as a participant in the Texas Oil & Chemical Co. II, Inc. 401(k) Plan (the "**Plan**"), you have the right to instruct Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company, the trustee of the Plan (the "**Trustee**"), whether or not to tender any Shares held through the Plan's company stock fund (the "**Stock Fund**") and allocated to your Plan account ("**401(k) Plan Shares**"). Enclosed for your consideration are the Offer to Purchase, dated May 25, 2022 (as it may be amended or supplemented from time to time, the "**Offer to Purchase**"), and the related Letter of Instruction (which is comprised of this Notice and the attached Letter of Instruction, and together with the Offer to Purchase and any amendments or supplements thereto, collectively constitute the "**Offer**"). Also enclosed is the Company's Solicitation/Recommendation Statement on Schedule 14D-9 (the "**Solicitation/Recommendation Statement**").

As described below, you have the right to instruct Computershare Trust Company, N.A., the tabulator for the tender offer in respect of Shares beneficially held in the Plan (the "**Tabulator**") whether or not to tender your 401(k) Plan Shares by completing and signing the Letter of Instruction. The Tabulator will then consolidate the information from all Plan participants and provide it to the Trustee. **If you direct the Trustee to tender your 401(k) Plan Shares into the Offer, you will not have to pay brokerage fees or similar expenses.**

To understand the Offer fully and for a more complete description of the terms and conditions of the Offer, you should carefully read the following materials about the Offer that are enclosed with this letter:

1. Offer to Purchase;
2. Solicitation/Recommendation Statement; and
3. Letter of Instruction (attached to the end of this Notice), with a reply envelope.

IMPORTANT TIMING INFORMATION: If valid instructions to tender 401(k) Plan Shares are not received by 5 P.M., Eastern Time, on Friday, June 21, 2022, the 401(k) Plan Shares allocated to your Plan account will not be tendered, unless Purchaser extends the Offer, in which case your instructions must be received by 5 P.M., Eastern Time, on the date that is three business days before the new expiration date. You may request the Trustee to withdraw any tender instruction you have previously submitted, as long as you do so prior to 5 P.M., Eastern Time, on June 21, 2022 by delivering a withdrawal notice to the address provided in the attached Letter of Instruction. If the Tender Offer is extended, then you must ensure that the Trustee receives any withdrawal notice or election forms that you send by 5 P.M., Eastern Time, on the date that is three business days before the new expiration date. FACSIMILE TRANSMITTALS OF THE LETTER OF INSTRUCTION WILL NOT BE ACCEPTED.

The remainder of this letter summarizes the transaction and the procedures for delivering to the Tabulator your Letter of Instruction. You should also review the more detailed explanation of the Offer provided in the Offer to Purchase.

BACKGROUND

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of May 11, 2022 (as it may be amended from time to time, the "**Merger Agreement**"), between the Company, Parent and Purchaser. The Merger Agreement provides, among other things, that, as soon as practicable following the consummation of the Offer, Purchaser will be merged with and into the Company (the "**Merger**") without a vote of the stockholders of the Company to adopt the Merger Agreement and consummate the Merger in accordance with Section 251(h) of the General Corporation Law of the State of Delaware (as amended, the "**DGCL**"), with the Company continuing as the surviving corporation (the "surviving corporation") in the Merger and thereby becoming a wholly owned subsidiary of Parent. As a result of the Merger, at the effective time of the Merger, each Share (including each 401(k) Plan Share) issued and outstanding immediately prior to the effective time of the Merger (the "effective time") (other than Shares (i) irrevocably accepted for purchase by Purchaser in the Offer, (ii) held in treasury by the Company or owned by any direct or indirect wholly owned subsidiary of the Company, (iii) owned by Parent or Purchaser or any direct or indirect wholly owned subsidiary of Parent, or (iv) for which appraisal rights have been properly demanded in accordance with the DGCL) will be cancelled and automatically converted into the right to receive the Offer Price in cash (without interest and less any applicable withholding taxes) upon the terms and subject to the conditions set forth in the Merger Agreement, which we refer to as the "**Merger Consideration**."

The Offer applies to all outstanding Shares, including the 401(k) Plan Shares.

Your alternatives with respect to the Offer are as follows:

- You may elect to have all of your 401(k) Plan Shares tendered into the Offer by completing and timely submitting the Letter of Instruction; or
- You may do nothing, in which case pursuant to the Plan, the Trustees may tender a portion of your 401(k) Plan Shares as described in the next succeeding paragraph.

As a participant under the Plan, you have the right to direct that the Tabulator deliver to the Trustee your instructions to tender your 401(k) Plan Shares. The Trustee will tender your 401(k) Plan Shares solely in accordance with participant instructions. If you do not properly complete and return the Letter of Instruction by the deadline specified, subject to any extensions of the Offer, pursuant to the Plan the Trustees may tender a portion of your 401(k) Plan Shares equal to the proportion of 401(k) Plan Shares for which participants have elected to tender. For example, if (i) 30% of all 401(k) Plan Shares are properly tendered pursuant to this Letter of Instruction, (ii) you own 100 401(k) Plan Shares, and (iii) you do not complete and return the Letter of Instruction by the deadline specified, pursuant to the Plan the Trustees may tender 30 of your 100 401(k) Plan Shares.

None of the Tabulator, the Trustee, Parent, nor Purchaser makes any recommendation regarding the Offer. EACH PARTICIPANT MUST DECIDE WHETHER OR NOT TO TENDER THEIR OWN 401(K) PLAN SHARES. The board of directors of the Company (the "Trecora Board") has unanimously (i) determined that the Merger Agreement and the transactions contemplated thereby (including the Offer and the Merger) are fair to and in the best interests of the Company and its stockholders; (ii) declared it advisable to enter into the Merger Agreement; (iii) authorized and approved the execution, delivery and performance by the Company of the Merger Agreement and the consummation of the transactions contemplated by the Merger Agreement (including the Offer and the Merger); and (iv) resolved, subject to the terms of the Merger Agreement, to recommend that the stockholders of the Company accept the Offer and tender their Shares to Purchaser pursuant to the Offer.

PROCEDURE FOR DIRECTING TRUSTEE

Enclosed is a Letter of Instruction which may be completed and returned to the Tabulator, who will consolidate the information to provide to the Trustee your instructions as to whether or not to tender all of your 401(k) Plan Shares. For purposes of determining the number of 401(k) Plan Shares to be tendered in the Offer, the Tabulator will apply your instructions to all 401(k) Plan Shares in your Plan account as of the expiration date of the Offer, as such expiration date may be extended. If you do not want to tender your 401(k) Plan Shares, you do not need to take any action, but in that case the Trustees may tender some of your 401(k) Plan Shares as described above.

The Tabulator, together with the Trustee, will tender all of your 401(k) Plan Shares to under the Plan for which instructions to tender have been received.

To properly complete your Letter of Instruction, you must do the following:

(1) On the face of the Letter of Instruction, either check the box or do nothing.

- CHECK THE BOX if you want **ALL** of your 401(k) Plan Shares tendered (or offered) for sale in accordance with the terms of the Offer.
- DO NOTHING, in which case pursuant to the Plan, the Trustees may tender a portion of your 401(k) Plan Shares as described above under the heading "BACKGROUND."

(2) If you elect to tender, date and sign the Letter of Instruction in the space provided.

(3) If you elect to tender, return the Letter of Instruction in the enclosed return envelope so that it is **RECEIVED** by the Tabulator at the address on the return envelope to Computershare Trust Company, N.A., Voluntary Corp Actions, P.O. Box 43011, Providence, RI 02940-3011, not later than 5 P.M., Eastern Time, on June 21, 2022, unless the Offer is extended. If the Offer is extended, the deadline for receipt of your Letter of Instruction will be 5 P.M., Eastern Time, on the date that is three business days before the new expiration date.

Your instructions will be deemed irrevocable unless withdrawn by 5 P.M., Eastern Time, on June 21, 2022. As described in the Offer to Purchase, Purchaser has the right to extend the Offer for certain periods. If the Offer is extended, the deadline for receipt of your notice of withdrawal will be 5 P.M., Eastern Time, on the date that is three business days before the new expiration date. Any extensions of the expiration date for the Offer will be publicly announced by Purchaser. In the event of an announced extension, you may call Georgeson LLC (the "**Information Agent**") at (866) 413-5899 to obtain information on any new Plan participant instructions deadline.

In order to make an effective withdrawal of your instructions, you must submit a new Letter of Instruction, which may be obtained by calling the Information Agent at (866) 413-5899. Upon receipt of a new, completed, signed and dated Letter of Instruction, your previous instructions will be deemed cancelled. Please note that the last properly completed Letter of Instruction timely received from a participant will be followed.

After the deadline for providing instructions to the Tabulator, the Tabulator will consolidate the information and provide such information to the Trustee, who will then tender the appropriate number of 401(k) Plan Shares on

behalf of the Plan. Subject to the satisfaction of the conditions described in the Offer to Purchase, the Purchaser will buy all outstanding Shares that are properly tendered through the Offer. Any 401(k) Plan Shares attributable to your account that are not purchased in the Offer will remain allocated to your individual account under the Plan until the closing, if any, of the Merger, in which those remaining 401(k) Plan Shares will be converted in the right to receive the Merger Consideration.

INDIVIDUAL PARTICIPANTS IN THE PLAN WILL NOT RECEIVE ANY PORTION OF THE OFFER PROCEEDS OR MERGER CONSIDERATION DIRECTLY. ALL PROCEEDS WILL BE CREDITED TO PARTICIPANTS' ACCOUNTS AND MAY BE WITHDRAWN ONLY IN ACCORDANCE WITH THE TERMS OF THE PLAN.

EFFECT OF TENDER OFFER ON YOUR PLAN ACCOUNT

In connection with the Offer, all transactions, including directing or diversifying investments in the Stock Fund, liquidating Shares held in the Stock Fund to obtain a loan or distribution from the Plan, or obtaining a distribution in the form of Shares, will be temporarily unavailable to you for a period of time in order for the Trustee to have sufficient time to process participants' instructions. This period, during which you will be unable to exercise these rights otherwise available under the Plan, is called a "blackout period." You will receive additional information about the blackout period in a separate communication.

From the start of the blackout period (if any), following the completion of the Offer and Merger, no new contributions to the Plan may be invested in the Stock Fund. If you elect to tender your 401(k) Plan Shares and such shares are accepted pursuant to the terms of the Offer to Purchase, any proceeds received in respect of such 401(k) Plan Shares will be allocated to your Plan account and initially invested in the Plan's qualified default investment alternative, currently the age appropriate Principal LifeTime Separate Account. Following the earlier to occur of (i) the completion of the Offer and Merger or (ii) the termination of the blackout period, you may change your investment directions with respect to the proceeds at any timeby contacting the Principal Contact Center at (800) 547-7754 or logging on to your participant website at *www.principal.com*.

IF THE OFFER IS COMPLETED

If the Offer is completed, as soon as practicable thereafter, Purchaser will be merged with and into the Company, with the Company continuing as the surviving corporation in the Merger and thereby becoming a wholly owned subsidiary of Parent. As a result of the Merger, at the effective time of the Merger each Share (including each 401(k) Plan Share) issued and outstanding immediately prior to the effective time of the Merger (other than Shares (i) irrevocably accepted for purchase by Purchaser in the Offer, (ii) held in treasury by the Company or owned by any direct or indirect wholly owned subsidiary of the Company, (iii) owned by Parent or Purchaser or any direct or indirect wholly owned subsidiary of Parent, or (iv) for which appraisal rights have been properly demanded in accordance with the DGCL) will be cancelled and automatically converted into the right to receive the Merger Consideration in cash (without interest and less any applicable withholding taxes) upon the terms and subject to the conditions set forth in the Merger Agreement.

The Trustee will invest all cash proceeds received by the Plan as soon as administratively feasible after receipt of these proceeds. This cash will be initially invested in the default fund under the Plan. You may call the Principal Contact Center at (800) 547-7754 or log on to your participant website at *www.principal.com*. after the reinvestment is complete to learn more about these and any additional effects of the Offer on your Plan account. Once any blackout period is completed, you will be able to direct the investment of these proceeds into any other investment option available under the Plan. The cash proceeds received by the Plan and allocated to your Plan account in the Offer and/or Merger will not be subject to taxation at the time allocated as they will not be distributed by the Plan to you but will remain in your Plan account subject to Plan rules on withdrawal and distribution.

IF THE OFFER IS NOT COMPLETED

If the Offer is not completed, stockholders will not receive any payment for their Shares in connection with the Offer. In this event, the Company will remain a public company, its common stock will continue to be listed on the New York Stock Exchange, and the Stock Fund will remain in place under the Plan. Any 401(k) Plan Shares that you directed the Trustee to tender will continue to be credited to your Plan account in the Stock Fund. In addition, if you would like to resume directing that a portion of your new contributions be invested in the Stock Fund, you may do so in accordance with any instructions delivered to you regarding a resumption of investing or by contacting the Principal Contact Center at (800) 547-7754 or logging on to your participant website at *www.principal.com*.

SHARES OUTSIDE THE PLAN

If you hold Shares directly, you will receive, under separate cover, tender offer materials which can be used to tender such Shares.**Those tender offer materials may not be used to direct the Trustee to tender or not tender the 401(k) Plan Shares.** The instructions to tender or not tender 401(k) Plan Shares may only be made in accordance with the procedures in this letter on the Letter of Instruction. Similarly, the enclosed Letter of Instruction may not be used to tender non-401(k) Plan Shares.

FURTHER INFORMATION

If you require additional information concerning the procedure to tender 401(k) Plan Shares, or if you require additional information concerning the terms and conditions of the Offer, please call the Information Agent at (866) 413-5899.

LETTER OF INSTRUCTION
TRECORA RESOURCES

BEFORE COMPLETING THIS FORM, PLEASE CAREFULLY READ
THE ACCOMPANYING INFORMATION

In response to the offer by Balmoral Swan Merger Sub, Inc. ("**Purchaser**"), a Delaware corporation and a wholly owned subsidiary of Balmoral Swan Parent, Inc. ("**Parent**"), an Oregon corporation, announced on May 25, 2022, to purchase (the "**Offer**") for cash all of the issued and outstanding shares of common stock, par value $0.10 per share (the "**Shares**"), of Trecora Resources, a Delaware corporation (the "**Company**"), at a price of $9.81 per Share, without interest (the "**Offer Price**"), net to the seller in cash, less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase (the "**Offer to Purchase**"), dated May 24, 2022, I hereby instruct Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company (the "**Trustee**"), as directed trustee of the Texas Oil & Chemical Co. II, Inc. (the "**Plan**"), to tender all of the Shares allocated to my account under the Plan ("**401(k) Plan Shares**") in response to the Offer**(PLEASE CHECK ONE BOX AND COMPLETE THE REMAINDER OF THE FORM—If more than one box is checked below your election may be disregarded):**

☐ **YES**. I DIRECT THE TRUSTEE TO TENDER**ALL** OF MY 401(K) PLAN SHARES IN RESPONSE TO THE OFFER.

If you have previously made an election and wish to withdraw or otherwise change your election, please check the box below:

☐ I hereby instruct the Trustee to disregard all prior Letters of Instruction (including, if applicable, to withdraw from the Offer, those 401(k) Plan Shares that I previously instructed the Trustee to tender on my behalf). Check this box if you wish to revoke prior Letters of Instruction and not tender your 401(k) Plan Shares in response to the Offer.

Regardless of the manner in which they are submitted, Letters of Instruction that are not timely received, and those received without a box checked above or with more than one box checked or unsigned will not be tabulated as a direction to tender.

You may submit your written instructions by mailing this completed form promptly in the enclosed envelope.

Computershare

If delivering by mail:

Computershare Trust Company, N.A.
c/o Voluntary Corp Actions
P.O. Box 43011
Providence, RI 02940-3011

By overnight delivery:

Computershare Trust Company, N.A.
c/o Voluntary Corporate Actions
150 Royall Street, Suite V
Canton, MA 02021

YOUR INSTRUCTIONS, HOWEVER SUBMITTED, MUST BE RECEIVED NO LATER THAN 5 P.M., EASTERN TIME, ON JUNE 21, 2022 (OR, IF THE OFFER IS EXTENDED, BY 5 P.M., EASTERN TIME, ON THE DATE THAT IS THREE BUSINESS DAYS BEFORE THE NEW EXPIRATION DATE). IF YOUR INSTRUCTIONS ARE NOT RECEIVED BY THIS DEADLINE, YOUR INSTRUCTIONS, IF ANY, WILL NOT BE FOLLOWED.

Signature	Date
Print Name	Daytime Phone Number

Exhibit a(1)(G)

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely pursuant to the Offer to Purchase (as defined below) and the related Letter of Transmittal and any amendments or supplements thereto. The Offer is being made to all holders of the Shares. We are not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would be prohibited by securities, "blue sky" or other valid laws of such jurisdiction. If we become aware of any U.S. state in which the making of the Offer or the acceptance of Shares pursuant thereto would not be in compliance with an administrative or judicial action taken pursuant to U.S. state statute, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdictions where applicable laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on behalf of the Offeror by one or more registered brokers or dealers licensed under the laws of such jurisdiction to be designated by the Offeror.

Notice of Offer to Purchase for Cash
Any and All Outstanding Shares of Common Stock
of

Georgeson

Trecora Resources

at
$9.81 Per Share, Net In Cash
Pursuant to the Offer to Purchase dated May 25, 2022
by

Balmoral Swan Merger Sub, Inc.

a wholly owned subsidiary of

Balmoral Swan Parent, Inc.

and

Balmoral Funds LLC

Balmoral Swan Merger Sub, Inc., a Delaware corporation (the "Offeror" or "we") and a wholly owned subsidiary of Balmoral Swan Parent, LLC, a Delaware limited liability company ("Parent"), is offering to purchase any and all of the issued and outstanding shares of common stock, par value $0.10 per share (the "Shares"), of Trecora Resources, a Delaware corporation (the "Company"), at a purchase price of $9.81 per Share, net to the holders thereof, in cash, without interest thereon and less any applicable tax withholding (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated May 25, 2022 (the "Offer to Purchase"), and in the related Letter of Transmittal (the "Letter of Transmittal" which, together with the Offer to Purchase, as each may be amended or supplemented from time to time, in accordance with the Merger Agreement described below, collectively constitute the "Offer"). Following the consummation of the Offer, and subject to the conditions described in the Offer to Purchase, the Offeror intends to effect the Merger described below.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON JUNE 24, 2022 (ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON JUNE 23, 2022) UNLESS THE OFFER IS EXTENDED OR EARLIER TERMINATED.

The purpose of the Offer is for Parent to acquire control of, and all of the outstanding equity interests in, the Company. Parent and the Offeror are controlled by certain funds managed by Balmoral Funds LLC ("Balmoral").

The Offer is being made in connection with the Agreement and Plan of Merger, dated as of May 11, 2022, by and among the Company, Parent and the Offeror (as it may be amended from time to time, the "Merger Agreement"), pursuant to which, after the completion of the Offer and the satisfaction or waiver of certain conditions, the Offeror will merge with and into the Company, with the Company surviving as a wholly owned subsidiary of Parent (the "Merger"). At the closing of the Merger, each issued and outstanding Share as of immediately prior to the effective time of the Merger (the "Effective Time") (other than Shares owned directly by the Company (or any wholly owned subsidiary of the Company), Parent, the Offeror or any of their respective affiliates, in each case immediately before the Effective Time, and Shares owned by any stockholders who have properly demanded their appraisal rights in accordance with Section 262 of the General Corporation Law of the State of Delaware (the "DGCL")) will be cancelled and automatically converted into the right to receive cash in an amount equal to the Offer Price. If, as a result of the Offer, the Offeror owns Shares representing at least a majority of all then-outstanding Shares, Parent, the Offeror and the Company will take all necessary and appropriate actions to cause the Merger to become effective as soon as practicable after the consummation of the Offer, without a meeting or vote of the Company's stockholders, in accordance with Section 251(h) of the DGCL and upon the terms and subject to the conditions of the Merger Agreement. As a result of the Merger, the Shares will no longer be outstanding and will cease to exist, and the Company will become a wholly owned subsidiary of Parent. The Offeror does not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger. The Offer, the Merger and the other transactions contemplated by the Merger Agreement are collectively referred to as the "Transactions." The Merger Agreement is more fully described in Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" of the Offer to Purchase.

The Board of Directors of the Company has unanimously (a) determined that the Merger Agreement and the Transactions, including the Offer and Merger, are advisable, fair to and in the best interests of, the Company and its stockholders, and declared it advisable, for the Company to enter into the Merger Agreement, (b) approved and declared advisable the execution and delivery by the Company of the Merger Agreement, the performance by the Company of its covenants and agreements contained in the Merger Agreement, and the consummation of the Transactions, including the Offer and the Merger, upon the terms and subject to the conditions contained in the Merger Agreement, (c) resolved that the Merger Agreement and the Merger will be governed by Section 251(h) of the DGCL and (d) resolved, subject to the terms and conditions of the Merger Agreement, to recommend that the Company's stockholders accept the Offer and tender their Shares to the Offeror pursuant to the Offer.

In connection with the execution of the Merger Agreement, Parent and the Offeror have entered into a Tender and Support Agreement with the Company's current directors and executive officers (collectively, the "Supporting Stockholders"), who collectively held Shares representing approximately 4.5% of the voting power represented by the issued and outstanding Shares as of May 11, 2022 (the "Tender and Support Agreement"). The Tender and Support Agreement provides, among other things, that the Supporting Stockholders will validly and irrevocably tender in the Offer all of the Shares held by such Supporting Stockholder over which such Supporting Stockholder holds sole voting and dispositive power. See Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" of the Offer to Purchase for more information.

The Offer will expire at 12:00 Midnight, New York City time, on June 24, 2022 (one minute after 11:59 P.M., New York City time, on June 23, 2022) (such date and time, the "Expiration Time"), unless the Offeror or Parent has extended the initial offering period of the Offer, pursuant to the terms of the Merger Agreement, in which event the term "Expiration Time" will mean the latest time and date at which the offering period of the Offer, as so extended by the Offeror or Parent, will expire. Shares tendered pursuant to the Offer may be withdrawn by the procedures set forth in Section 4 —"Withdrawal Rights" of the Offer to Purchase for withdrawing Shares in a timely manner, at any time on or prior to the Expiration Time, and, if not previously accepted for payment, at any time after July 24, 2022, the date that is 60 days after the date of the commencement of the Offer, pursuant to Securities and Exchange Commission ("SEC") regulations.

The Offer is not subject to any financing condition. The Offer is conditioned upon, among other things, the following: (a) the number of Shares validly tendered (and not validly withdrawn in accordance with the terms of the Offer) and "received" by the "depository" for the Offer (as such terms are defined in Section 251(h) of the DGCL) immediately prior to the Expiration Time (excluding any Shares tendered pursuant to guaranteed delivery procedures that have not yet been "received", as defined by Section 251(h) of the DGCL), together with any Shares then owned by the Offeror, Parent and any of their respective affiliates, representing at least a majority of all then outstanding Shares as of the Expiration Time (the "Minimum Condition"); (b) the absence of any law or order (including any injunction or other judgment) enacted, issued or promulgated by any governmental authority of competent and applicable jurisdiction that is in effect as of immediately prior to the Expiration Time and has the effect of making the Offer, the acquisition of the Shares by Parent or the Offeror, or the Merger illegal or which has the effect of prohibiting or otherwise preventing the consummation of the Offer, the acquisition of Shares by Parent or the Offeror, or the Merger; (c) the accuracy of the Company's representations and warranties contained in the Merger Agreement (subject, in certain cases, to de minimis, materiality and Company Material Adverse Effect (as defined in the Merger Agreement and described in Section 11—"Purpose of the Offer and Plans for the Company; Transaction Documents" of the Offer to Purchase) qualifiers) (the "Representations Condition"); (d) the Company's performance or compliance with its agreements, obligations and covenants as required under the Merger Agreement in all material respects and such failure to comply or perform shall not have been cured by the Expiration Time (the "Covenants Condition"); (e) the absence, since the date of the Merger Agreement, of any state of facts, change, condition, occurrence, effect, event, circumstance or development that has had or would reasonably be expected to have a Company Material Adverse Effect (the "MAE Condition"); (f) Parent's receipt of a certificate signed on behalf of the Company by its chief executive officer, certifying that certain conditions are satisfied as of immediately prior to the Effective Time; and (g) the Merger Agreement has not been terminated pursuant to its terms (the "Termination Condition"). All of the conditions of the Offer must be satisfied or waived at or prior to the Expiration Time (see Section 12—"Sources and Amount of Funds" of the Offer to Purchase). See "Section 13—"Conditions of the Offer" of the Offer to Purchase.

The Parent and the Offeror expect to fund the consummation of the Offer and the Merger with the proceeds from an equity investment contemplated pursuant to (i) an equity commitment letter from an equity investor affiliated with Balmoral, which provides for up to $123 million of equity financing and (ii) debt commitment letters for an aggregate of $165.75 million of debt financing, that Parent has entered into in connection with the execution of the Merger Agreement. See Section 12—"Sources and Amount of Funds" of the Offer to Purchase.

Subject to the terms and conditions of the Merger Agreement, unless the Merger Agreement is terminated in accordance with its terms, (a) if any of the Offer Conditions has not been satisfied or waived, the Offeror will extend the Offer on one or more occasions in successive extension periods of up to ten business days each (or any other period as may be approved in advance by the Company) in order to permit satisfaction of all of the Offer Conditions, provided that if the sole remaining unsatisfied Offer Condition is the Minimum Condition, Offeror will not be required to extend the Offer for more than three occasions in consecutive periods of ten business days each (or such other duration as the parties agree), (b) the Offeror will extend the Offer for the minimum period required by applicable law, including any rule, regulation, interpretation or position of the SEC or its staff or the New York Stock Exchange ("NYSE") or as may be necessary to resolve any comments of the SEC or its staff or the NYSE, in each case, as applicable to the Offer documents, and (c) the Offeror will extend the Offer if, at the then-scheduled Expiration Time, the Company brings or has brought any action in accordance with the applicable provisions of the Merger Agreement to enforce specifically the performance of the terms and provisions of the Merger Agreement by Parent or the Offeror, (x) for the period during which such action is pending or (y) by such other time period established by the court presiding over such action, as the case may be. Notwithstanding the foregoing, in no event is the Offeror required to extend the Offer beyond 11:59 P.M., New York City time, on September 8, 2022.

Any extension of the Offer, waiver, amendment of the Offer, delay in acceptance for payment or payment or termination of the Offer will be followed, promptly, by public announcement thereof, the announcement in the case of an extension to be issued not later than 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Time in accordance with the public announcement requirements of Rules 14d-4(d), 14d-6(c) and l4e-1(d) under the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"). No "subsequent offering period" in accordance with Rule 14d-11 under the Exchange Act, will be available.

Subject to the applicable rules and regulations of the SEC and the provisions of the Merger Agreement, the Offeror and Parent expressly reserve the right to increase the Offer Price, waive any Offer Condition (other than as set forth below), in whole or in part, or to make any other changes in the terms and Offer Conditions; provided, however, that pursuant to the Merger Agreement, the Offeror has agreed that it will not, without the prior written consent of the Company, (a) waive or modify the Minimum Condition or the Termination Condition, or (b) make any change in the terms of the Offer or Offer Conditions that (1) changes the form of consideration to be paid in the Offer, (2) decreases the Offer Price or the number of Shares sought in the Offer, (3) extends the Offer or the Expiration Time, except as permitted by the Merger Agreement, (4) imposes conditions to the Offer other than those set forth in the Merger Agreement, or (5) amends any term or condition of the Offer in any manner that is adverse to the holders of the Shares.

If you desire to tender all or any portion of your Shares to the Offeror pursuant to the Offer, you must (a) follow the procedures described in Section 3—"Procedures for Tendering Shares" of the Offer to Purchase or (b) if your Shares are held by a broker, dealer, commercial bank, trust company or other nominee, contact such nominee and request that they effect the transaction for you and tender your Shares. **If your Shares are held through a broker, dealer, commercial bank, trust company or other nominee, you must contact such broker, dealer, commercial bank, trust company or other nominee to tender your Shares.** If you desire to tender your Shares to the Offeror pursuant to the Offer and the certificates representing your Shares are not immediately available, or you cannot comply in a timely manner with the procedures for tendering your Shares by book-entry transfer, or cannot deliver all required documents to Computershare Trust Company, N.A. (the "Depositary and Paying Agent") prior to the Expiration Time, you may tender your Shares to the Offeror pursuant to the Offer by completing the procedures for guaranteed delivery described in Section 3—"Procedures for Tendering Shares" of the Offer to Purchase.

Upon the terms and subject to the conditions of the Offer, the Offeror will promptly after the Expiration Time accept for payment all Shares validly tendered and not validly withdrawn prior to the Expiration Time, and will pay for such Shares promptly after the Expiration Time. For purposes of the Offer, the Offeror will be deemed to have accepted for payment and thereby purchased Shares validly tendered and not validly withdrawn if and when the Offeror gives oral or written notice to the Depositary and Paying Agent of its acceptance for payment of those Shares pursuant to the Offer. Payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary and Paying Agent. **Under no circumstances will interest be paid on the Offer Price for Shares, regardless of any extension of the Offer or any delay in payment for Shares.**

Shares tendered pursuant to the Offer may be withdrawn at any time on or prior to the Expiration Time, and, if not previously accepted for payment at any time, after July 24, 2022, the date that is 60 days after the date of the commencement of the Offer, pursuant to SEC regulations. For a withdrawal of Shares to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary and Paying Agent at its address for receipt of facsimile transmissions set forth on the back cover of the Offer to Purchase. Any notice of withdrawal must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the record holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3—"Procedures for Tendering Shares" of the Offer to Purchase, any notice of withdrawal must specify the name and number of the account at The Depository Trust Company to be credited with the withdrawn Shares. If certificates representing the Shares to be withdrawn have been delivered or otherwise identified to the Depositary and Paying Agent, the name of the registered owner and the serial numbers shown on those certificates must also be furnished to the Depositary and Paying Agent prior to the physical release of those certificates. If you tender Shares by giving instructions to a broker, dealer, commercial bank, trust company or other nominee, you must instruct the broker, dealer, commercial bank, trust company or other nominee to arrange for the withdrawal of your Shares.

All questions as to the validity, form, eligibility and acceptance of any tender or withdrawal of Shares will be determined by the Offeror in its sole and absolute discretion, which determination will be final and binding absent a finding to the contrary by a court of competent jurisdiction. The Offeror also reserves the absolute right to waive any defect or irregularity in the tender or withdrawal of any Shares of any particular stockholder whether or not similar defects or irregularities are waived in the case of any other stockholder. No tender or withdrawal of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived. None of Parent, the Offeror or any of their respective affiliates or assigns, the Depositary and Paying Agent, Georgeson LLC (the "Information Agent"), or any other person will be under any duty to give notification of any defects or irregularities in any tender of Shares or notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Shares may not be rescinded, and any Shares properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered by following one of the procedures for tendering Shares described in the Offer to Purchase at any time prior to the Expiration Time.

The receipt of cash in exchange for Shares pursuant to the Offer and the Merger generally will be taxable for U.S. federal income tax purposes, generally will be taxable under applicable state and local tax laws, and may be taxable under other tax laws. **All of the Company's stockholders should consult with their tax advisors as to the particular tax consequences to them of the Offer and the Merger.**

The information required to be disclosed by paragraph (d)(1) ofRule 14d-6 under the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided to the Offeror a list of stockholders and security position listings for the purpose of disseminating the Offer to Purchase, Letter of Transmittal and other Offer related materials to stockholders. The Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies or other nominees whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

The Offer to Purchase, the related Letter of Transmittal and the Company's Solicitation/Recommendation Statement onSchedule 14D-9 (which contains the recommendation of the Board and the reasons therefor) and the other documents to which such documents refer contain important information that should be read carefully before any decision is made with respect to the Offer.

Questions and requests for assistance and copies of the Offer to Purchase, the Letter of Transmittal and all other Offer materials may be directed to the Information Agent at its address and telephone numbers set forth below and will be furnished promptly at the Offeror's expense. Neither Parent nor the Offeror will pay any fees or commissions to any broker, dealer, commercial bank, trust company or other nominee (other than to the Depositary and Paying Agent and the Information Agent) in connection with the solicitation of tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

Georgeson

Georgeson LLC
1290 Avenue of the Americas, 9th Floor
New York, NY 10104
Shareholders, Banks and Brokers in North America may call toll free: (866)413-5899
All others call: (781) 575-2137

May 25, 2022

New York Times—7.65" x 21"
1268 **Georgeson Inc.**
MayaType LLC (203) 659-0088
Description: Balmoral Funds LLC—Tender
File: **1268-Balmoral**
05/24/2022 Proof 5 4

Exhibit (b)(1)

Execution Version

May 11, 2022

Balmoral Swan Parent, Inc.
c/o Balmoral Funds, LLC
11150 Santa Monica Boulevard, #825
Los Angeles, California 90025
Attention: Richard Levernier

Re: Commitment Letter – Project Swan

Ladies and Gentlemen:

You have advised Bank of America, N.A. ("***Bank of America***") that you and certain affiliates and co-investors (collectively, the "***Equity Investors***") have formed Balmoral Swan Parent, Inc., a Delaware corporation ("***Holdings***") that intends to acquire (the "***Acquisition***") all of the common stock of Trecora Resources, a Delaware corporation ("***Target***"; the Target and its wholly-owned domestic subsidiaries, which include South Hampton Resources, Inc. ("***SHR***") and Trecora Chemical, LLC ("***TCL***"), each a "***Company***" and collectively, the "***Companies***"). After giving effect to the Acquisition, Balmoral Swan MergerSub, Inc. ("***MergerSub***") will be merged into Target with Target as the surviving entity which will directly or indirectly own all of the equity interests in each Company. Parent, Holdings, MergerSub, each Company and any subsidiaries of the foregoing are hereinafter referred to collectively as the "***Relevant Entities***."

You have also advised Bank of America that you intend to finance the Acquisition, costs and expenses related to the Transaction (as hereinafter defined) and the ongoing working capital and other general corporate purposes of the Relevant Entities and their subsidiaries after consummation of the Acquisition from the following sources (and that no financing other than the financing described herein will be required in connection with the Transaction): (a) at least $95,000,000 of common equity, plus a portion related to bridge preferred equity or subordinated debt[1], will be contributed (the "***Equity Contribution***") to Holdings, through the Equity Investors; (b) an asset based revolving credit facility in the aggregate amount of $35,750,000 ("***Revolving Credit Facility***"), and (c) a term loan credit facility of $130,000,000 (the "***Term Loan Facility***"). The Acquisition, the Equity Contribution, the entering into and funding of the Revolving Credit Facility, the Term Loan Facility and all related transactions are hereinafter individually and collectively referred to as the "***Transaction***."

In connection with the foregoing, Bank of America is pleased to advise you of its commitment to provide the full principal amount of the Revolving Credit Facility and to act as the sole administrative agent (in such capacity, the "***Administrative Agent***") for the Revolving Credit Facility, subject to the terms and conditions set forth in this letter (this "***Commitment Letter***") and in the Summary of Terms and Conditions attached as Exhibit A hereto and incorporated herein by this reference (the "***Summary of Terms***"). You hereby agree that, effective upon your acceptance of this Commitment Letter and continuing through the Expiration Date (as defined below) and subject to your right to terminate this Commitment Letter pursuant

[1] Bridge preferred equity/subordinated debt to be subject to repayment/repurchase by the loan parties so long as, after giving effect to such repayment/repurchase, no Event of Default exists, pro forma liquidity (defined as availability under the ABL Financing Facility and unrestricted cash and cash equivalents of the Loan Parties maintained in deposit accounts at financial institutions in the U.S. and subject to Bank of America's perfected lien) shall be at least $10,000,000 on a 30 day lookback (with at least $5,500,000 is from availability under the ABL Financing Facility) and Total Net Leverage Ratio (as defined in the Term Loan Facility) of the Loan Parties and their subsidiaries shall not exceed 3.5 to 1.0 as of the most recently ended fiscal quarter for which financial statements are available.

to the terms hereof, you shall not solicit any other bank, investment bank, financial institution, person or entity to provide, structure, arrange or syndicate any component of the Revolving Credit Facility or any other senior revolving financing similar to or as a replacement of any component of the Revolving Credit Facility; provided that, the foregoing shall not prevent or be interpreted to prevent discussion and/or negotiation with any other person with respect to or in connection with the Term Loan Facility and/or any investor in respect of the Equity Contribution.

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Summary of Terms, the Credit Documentation (as defined in the Summary of Terms) or any other letter agreement or other undertaking concerning the financing of the Transaction to the contrary, the obligation of Bank of America to fund the Revolving Credit Facility on the Closing Date (the "***Commitment***") is subject solely to the satisfaction (or waiver) of the conditions set forth in the Summary of Terms under the caption "Conditions Precedent to Closing" (such conditions, collectively, the "***Limited Conditionality Provisions***").

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Summary of Terms, the Credit Documentation or any other letter agreement or other undertaking concerning the financing of the Transaction to the contrary, (a) the only representations relating to the Relevant Entities the accuracy of which shall be a condition to the availability of the Revolving Credit Facility and the making of the initial revolving loans and other extensions of credit on the Closing Date shall be (i) the representations made on the Closing Date by or with respect to the Companies in the Purchase Agreement (as defined in the Summary of Terms) as are material to the interests of Bank of America and its affiliates, but only to the extent that you have (and/or your applicable affiliate has) the right to terminate your (and/or its) obligations under the Purchase Agreement, or to decline to consummate the Acquisition pursuant to the Purchase Agreement, in each case, as a result of a breach of such representations in the Purchase Agreement (determined without regard to whether any notice is required to be delivered under the Purchase Agreement) (to such extent, the "***Purchase Agreement Representations***") and (ii) the Specified Representations (as hereinafter defined), (b) the terms of the Credit Documentation shall be consistent with the Documentation Principles (as defined in the Summary of Terms) and shall be in a form such that they do not impair the availability of the Revolving Credit Facility on the Closing Date if the Limited Conditionality Provisions are satisfied (or waived by Bank of America) (it being understood that, to the extent the perfection of the security interest in any Collateral (as defined in the Summary of Terms) is not or cannot be provided on the Closing Date (other than the perfection of security interests (i) in assets with respect to which a lien may be perfected by the filing of a UCC financing statement, and (ii) in federally registered intellectual property with respect to which a lien may be perfected by the filing of an intellectual property security agreement with the United States Patent and Trademark Office (the "***USPTO***") or the United States Copyright Office (the "***USCO***") (provided that with respect to any such intellectual property described in this clause (ii), your sole obligation shall be to execute and deliver, or cause to be executed and delivered, necessary intellectual property security agreements to the Administrative Agent in proper form for filing with the USPTO or USCO and to irrevocably authorize, and to cause the applicable guarantor to irrevocably authorize, the Administrative Agent to file such intellectual property security agreements with the USPTO and USCO on the Closing Date), after your use of commercially reasonable efforts to do so without undue burden or expense, then the perfection of a security interest in such Collateral shall not constitute a condition precedent to the funding of the Revolving Credit Facility on the Closing Date, but instead shall be required to be delivered and/or perfected after the Closing Date pursuant to arrangements and timing to be mutually agreed by the Administrative Agent and the Company), and (c) the only conditions (express or implied) to the funding of the Revolving Credit Facility on the Closing Date are those expressly set forth in the Summary of Terms under the caption "Conditions Precedent to Closing" (as satisfied or waived). For purposes hereof, "***Specified Representations***" means the representations and warranties of the Relevant Entities set forth in the Credit Documentation relating to: legal existence of the Relevant Entities; organizational power and authority of the Relevant Entities to enter into the Credit Documentation; due authorization of, execution by, delivery by and enforceability against the Relevant Entities, in each case solely related to entering into and performance of the Credit Documentation; no conflict of the Credit Documentation with the Relevant Entities' charter documents

solely related to the entering into and performance of the Credit Documentation; solvency of Parent and its subsidiaries on a consolidated basis as of the Closing Date (after giving effect to the Transaction) (such representation to be consistent with the solvency certificate in the form set forth in Schedule A attached to the Summary of Terms); Federal Reserve margin regulations; the use of the proceeds of the Revolving Credit Facility not violating the U.S.A. Patriot Act, OFAC and FCPA; the Investment Company Act; status of the Revolving Credit Facility as senior debt (subject to permitted debt as set forth in the Credit Documentation); and, subject to the limitations set forth in the preceding sentence, the validity and perfection of the security interests granted by Parent and any of the Relevant Entities in the Collateral (subject to permitted liens as set forth in the Credit Documentation). Notwithstanding anything to the contrary contained herein, to the extent that any of the Specified Representations are qualified or subject to "material adverse effect", the definition thereof shall be "Company Material Adverse Effect" (as defined in the Purchase Agreement) for purposes of any representations and warranties made or to be made on, or as of, the Closing Date. Without limiting the Limited Conditionality Provisions, the Administrative Agent will cooperate with you as reasonably requested in coordinating the timing and procedures for the funding of the Revolving Credit Facility in a manner consistent with the Purchase Agreement. This paragraph, and the provisions herein, shall be referred to as the "***Certain Funds Provision***".

To date, Bank of America has: (a) reviewed certain historical financial and other information prepared by you and the Companies relating to the assets and businesses of the Companies; (b) reviewed certain projected financial information prepared by you with respect to the Companies after giving pro forma effect to the Transaction; and (c) conducted certain discussions with certain members of certain of the Company's existing management. The results of such reviews and discussions have been conducted to date, while incomplete as to scope, have been satisfactory to Bank of America. In issuing this commitment and undertaking, Bank of America is relying on the accuracy of the Information (as hereinafter defined) furnished to us by you or on your behalf in connection with the Revolving Credit Facility. On the basis of such Information and discussions and our due diligence investigation to date, Bank of America has no reason to believe that you will be unable to satisfy the closing conditions for the Revolving Credit Facility, as set forth in the Summary of Terms, on a timely basis. Upon the execution hereof and until the Expiration Date (as defined below), you agree to use commercially reasonable efforts to have the Target provide to you so that you can provide to Bank of America, on a monthly basis within 30 days after the end of each month, the monthly financial statements of the Companies.

You represent and warrant (as to the Companies, to your knowledge) that (a) all written information and other written information concerning the Companies (other than all written financial estimates, forecasts, financial projections and other forward looking information concerning the Companies that have been or are hereafter made available to Bank of America by you or any of your representatives (or on your or their behalf) or by the Companies or representatives (or on their behalf) (collectively, the "***Projections"***) and information of a general economic or industry specific nature), collectively, the "***Information***"), which has been or is hereafter made available to Bank of America by you or any of your representatives (or on your or their behalf) or by any Company or any of its affiliates, subsidiaries or representatives (or on their behalf) in connection with any aspect of the Transaction, as and when furnished, is and will be, when taken as a whole, complete and correct in all material respects and does not and will not when delivered contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements have been made (giving effect to all supplements and updates thereto) and (b) the Projections that have been or will be made available to Bank of America by you or any of your representatives (or on your or their behalf) or by any Company or any of its affiliates, subsidiaries or representatives (or on their behalf) in connection with the Transaction, when taken as a whole, have been and will be prepared in good faith on the basis of assumptions believed by you to be reasonable at the time furnished (it being understood that

the Projections are as to future events and are not to be viewed as facts and such Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, and no assurances can be given that such projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material). You agree to use commercially reasonable efforts to furnish us with further and supplemental information from time to time until the Closing Date (as defined in the Summary of Terms) so that the representation and warranty in the immediately preceding sentence are correct in all material respects on the Closing Date as if the Information were being furnished, and such representation and warranty were being made, on such date (provided that nothing in this paragraph shall expand the conditions set forth in the Summary of Terms under the caption "Conditions Precedent to Closing"). In issuing this commitment and in arranging and syndicating the Revolving Credit Facility, Bank of America is and will be using and relying on the Information without independent verification thereof.

By executing this Commitment Letter, you agree to reimburse Bank of America, within five (5) business days of written demand therefor, for all reasonable and documented out-of-pocket fees and expenses (including, but not limited to, (a) the reasonable fees, disbursements and other charges (limited to those of McGuireWoods LLP, as counsel to the Administrative Agent, and, to the extent necessary, of one law firm acting as special local outside counsel to the Administrative Agent) and (b) due diligence expenses) incurred by Bank of America in connection with the Revolving Credit Facility and the preparation of the definitive documentation therefor, and with any other aspect of the Transaction. You acknowledge that we may receive a benefit, including without limitation, a discount, credit or other accommodation, from any of such counsel based on the fees such counsel may receive on account of their relationship with us including, without limitation, fees paid pursuant hereto.

You agree to indemnify and hold harmless Bank of America and its affiliates and their respective officers, directors, employees, agents, advisors and other representatives (each an "***Indemnified Party***") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, damages, losses, liabilities and expenses (including, without limitation, the reasonable and documented out-of-pocket fees, disbursements and other charges of counsel) that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith): (a) any aspect of the Transaction or (b) the Revolving Credit Facility, or any use made or proposed to be made with the proceeds thereof (but, with respect to the foregoing, limited to one (1) counsel to all Indemnified Parties taken as a whole in respect of the Revolving Credit Facility, one (1) local counsel to all Indemnified Parties taken as a whole in each relevant material jurisdiction (which may include a single special counsel acting in multiple jurisdictions) in respect of the Revolving Credit Facility, and, as the case may be, and, solely in the event of an actual or perceived conflict of interest where the Indemnified Party affected by such conflict informs the Companies of such conflict to the extent the affected Indemnified Party determines that it is able to disclose such conflict, one (1) additional counsel for such affected Indemnified Parties taken as a whole), except to the extent such claim, damage, loss, liability or expense is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from (i) such Indemnified Party's gross negligence, bad faith or willful misconduct, (ii) such Indemnified Party's material breach of its obligations under this Commitment Letter or the Summary of Terms or (iii) a dispute solely among Indemnified Parties (other than any action or other proceeding against Bank of America solely in its capacity as Administrative Agent, arranger or any other similar role in connection with this Commitment Letter, the Summary of Terms, the Fee Letter, the Revolving Credit Facility, the Acquisition or any related transactions contemplated hereby or thereby or any use or intended use of the proceeds of the Revolving Credit Facility) not arising out of any act or omission on the part of you or your affiliates. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equityholders or creditors or an Indemnified

Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not any aspect of the Transaction is consummated. Notwithstanding any other provision of this Commitment Letter and the Summary of Terms, (x) none of us, you, any Company, or any affiliate of any of the foregoing, or any officer, director, employee, agent, controlling person, advisor or other representative of the foregoing or any successor or permitted assign of any of the foregoing, shall have any liability (whether direct or indirect, in contract, tort, equity or otherwise) arising out of, related to or in connection with any aspect of this Commitment Letter, the Fee Letter, the Revolving Credit Facility or the Transaction, for any special, indirect, consequential or punitive (including, without limitation, any loss of profits, business or anticipated savings), damages which may be alleged in connection with any of the foregoing and (y) for the avoidance of doubt, with respect to fees and expenses incurred in connection with the negotiation, preparation, execution, delivery and closing or administration of this Commitment Letter, the Summary of Terms, the Fee Letter, the Credit Documentation, the Acquisition and the Transaction, your obligations shall be limited as set forth in the immediately preceding paragraph. Notwithstanding any other provision of this Commitment Letter, no Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, other than for direct or actual damages resulting from the gross negligence, bad faith or willful misconduct of such Indemnified Party as determined by a final and nonappealable judgment of a court of competent jurisdiction.

This Commitment Letter and the fee letter among you and Bank of America of even date herewith (the "***Fee Letter***") and the contents hereof and thereof are confidential and may not be disclosed by you in whole or in part to any person or entity without our prior written consent, except (a) for disclosure hereof or thereof on a confidential basis to your accountants, insurers, attorneys and other professional advisors retained by you in connection with the Transaction, (b) as may be required (i) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case you agree to use commercially reasonable efforts to inform us promptly thereof prior to such disclosure to the extent not prohibited by law, rule or regulation), and (ii) upon the request or demand of any regulatory authority having or purporting to have jurisdiction over you or any of your affiliates (in which case you agree, to the extent practicable and not prohibited by applicable law, to inform us promptly thereof prior to disclosure), or as otherwise required by law, (c) to your shareholders, the Equity Investors, potential co-investors, Parent, Holdings and each of their respective affiliates and subsidiaries and, in each case, to your and their respective directors, officers, employees, affiliates, agents and advisors, legal counsel, insurers and accountants, in each case, on a confidential and "need-to-know" basis and only in connection with the Transaction, (d) in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter, the Summary of Terms and the Fee Letter, (e) to the extent any of this Commitment Letter, the Summary of Terms or the contents hereof become publicly available other than by reason of disclosure by you in breach of this Commitment Letter; *provided, however,* it is understood and agreed that you may disclose this Commitment Letter (including the Summary of Terms) (but not the Fee Letter other than (i) the existence thereof and the contents thereof with respect to fees generally in the aggregate as part of projections and pro forma information, (ii) a generic disclosure of aggregate sources and uses to the extent customary or required in marketing materials and other disclosures or in any public filing relating to the Transaction (including, without limitation, to the extent required by applicable rules of any national securities exchange and/or to the extent required by applicable federal securities laws, in connection with any Securities and Exchange Commission filings or any other required public filings) and (iii) to the extent portions thereof have been redacted in a customary manner) (a) on a confidential basis to the board of directors and advisors of each of the Companies in connection with their consideration of the Transaction, (b) to the providers of the Term Loan Facility, each of the Companies, their respective affiliates, and, in each case, their respective subsidiaries and each of their respective directors, officers, members, partners, agents, employees, advisors, legal counsel, insurers, accountants, controlling persons or equity holders, in each case, on a confidential and "need-to-know" basis and only in connection with the Transaction and (b) after your acceptance of this Commitment Letter and the Fee Letter, in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges and any other required public filings. This paragraph shall be superseded by the confidentiality provisions contained in the definitive Credit Documentation.

Bank of America hereby notifies you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "***Act***"), it is required to obtain, verify and record information that identifies you, which information includes your name and address and other information that will allow Bank of America to identify you in accordance with the Act.

Bank of America and its affiliates shall use all confidential information provided to them by or on behalf of you, the Company or your and their respective affiliates, subsidiaries and representatives hereunder solely for the purpose of providing the services which are the subject of this letter agreement and otherwise in connection with the Transaction and shall treat confidentially all such information; *provided*, *however*, that nothing herein shall prevent Bank of America from disclosing any such information (i) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case Bank of America agrees to inform you promptly thereof prior to such disclosure to the extent not prohibited by law, rule or regulation), (ii) upon the request or demand of any regulatory authority having jurisdiction over Bank of America or any of its affiliates, (iii) to the extent that such information becomes publicly available other than by reason of disclosure in violation of this agreement by Bank of America, (iv) solely in connection with the Transaction, to Bank of America's affiliates, and such affiliates' respective employees, directors, officers, legal counsel, independent auditors and other experts, agents, service providers or representatives who need to know such information in connection with the Transaction and are informed of the confidential nature of such information, (v) for purposes of establishing a "due diligence" defense, (vi) to the extent that such information is or was received by Bank of America from a third party that is not to Bank of America's knowledge subject to confidentiality obligations to you, (vii) to the extent that such information is independently developed by Bank of America without the use of any other confidential information provided by your or on your behalf, (viii) to potential lenders, participants or assignees (in each case, other than a Disqualified Institution) who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph or as otherwise reasonably acceptable to you and Bank of America, including as may be agreed in any confidential information memorandum or other marketing material) or (ix) solely with respect to the existence of the Revolving Credit Facility, to market data collectors, similar services providers to the lending industry, and service providers to Bank of America and the lenders in connection with the administration and management of Revolving Credit Facility. This paragraph shall terminate on the first anniversary of the date hereof.

You acknowledge that Bank of America or its affiliates may be providing financing or other services to parties whose interests may conflict with yours. Bank of America agrees that it will not furnish confidential information obtained from you to any of their other customers in violation of the above confidentiality provisions, and that they will treat confidential information relating to you, the Company and your and their respective affiliates with the same degree of care as they treat their own confidential information. Bank of America further advises you that it will not make available to you confidential information that they have obtained or may obtain from any other customer. In connection with the services and transactions contemplated hereby and subject to the confidentiality provisions set forth herein, you agree that Bank of America is permitted to access, use and share with any of their bank or non-bank affiliates, agents, advisors (legal or otherwise) or representatives any information concerning you, Parent, Holdings, the Company or any of your or its respective affiliates that is or may come into the possession of Bank of America or any of its affiliates.

In connection with all aspects of each transaction contemplated by this Commitment Letter, you acknowledge and agree that: (a) (i) the arranging and other services described herein regarding the Revolving Credit Facility are arm's-length commercial transactions between you and your affiliates, on the one hand, and Bank of America, on the other hand, (ii) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, and (iii) you are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated hereby; (b)(i) Bank of America has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, any of your affiliates or any other person or entity and (ii) Bank of America has no obligation to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) Bank of America and its affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates, and Bank of America has no obligation to disclose any of such interests to you or your affiliates. To the fullest extent permitted by law, you hereby waive and release any claims that you may have against Bank of America with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated by this Commitment Letter.

This Commitment Letter (including the Summary of Terms) and the Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction are required hereby; provided that, (a) the interpretation of the definition of Company Material Adverse Effect (as defined in the Purchase Agreement) (and whether or not a Company Material Adverse Effect (as defined in the Purchase Agreement) has occurred), (b) the determination of the accuracy of any Purchase Agreement Representations and whether as a result of any inaccuracy of any Purchase Agreement Representations there has been a failure of a condition to funding the Revolving Credit Facility or you or your applicable affiliate has the right to terminate your or their obligations under the Purchase Agreement or to decline to consummate the Acquisition and (c) the determination of whether the Acquisition has been consummated in accordance with the terms of the Purchase Agreement shall, in each case, be governed by, and construed in accordance with, the governing law of the Purchase Agreement, regardless of the laws that might otherwise govern under applicable principals of conflicts laws thereof. Each of you and Bank of America hereby irrevocably waives any and all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Commitment Letter (including the Summary of Terms), the Fee Letter, the Transaction and the other transactions contemplated hereby and thereby or the actions of Bank of America in the negotiation, performance or enforcement hereof. Each of Bank of America and you hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in New York City in respect of any suit, action or proceeding arising out of or relating to the provisions of this Commitment Letter (including the Summary of Terms), the Fee Letter and the transactions contemplated hereby and thereby and irrevocably agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court. Nothing in this Commitment Letter, the Summary of Terms or the Fee Letter shall affect any right that Bank of America or any affiliate thereof may otherwise have to bring any claim, action or proceeding relating to this Commitment Letter (including the Summary of Terms), the Fee Letter and/or the transactions contemplated hereby and thereby in any court of competent jurisdiction to the extent necessary or required as a matter of law to assert such claim, action or proceeding against any assets of the Relevant Entities or enforce any judgment arising out of any such claim, action or proceeding. Each of Bank of America and you agree that service of any process, summons, notice or document by registered mail addressed to you shall be effective service of process against you for any suit, action or proceeding relating to any such dispute. Each of Bank of America and you waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceedings brought in any such court, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each of the parties hereto agrees that a final judgment in any such suit, action or proceeding brought in any such court may be enforced in any other courts to whose jurisdiction any party hereto are or may be subject by suit upon judgment.

The provisions of the immediately preceding seven paragraphs shall remain in full force and effect regardless of whether any definitive documentation for the Revolving Credit Facility shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any commitment or undertaking of Bank of America hereunder; provided that, your obligations under this Commitment Letter shall automatically terminate and be superseded by the provisions of the Credit Documentation upon the occurrence of the Closing Date. You may terminate this Commitment Letter and Bank of America's commitment hereunder with respect to the Revolving Credit Facility at any time upon one (1) business day written notice (which may be by email), subject to the provisions that expressly survive the termination of this Commitment Letter.

This Commitment Letter and the Fee Letter may be executed in multiple counterparts and by different parties hereto in separate counterparts, all of which, taken together, shall constitute an original. Delivery of an executed counterpart of a signature page of this Commitment Letter and the Fee Letter by facsimile transmission or electronic transmission (in .pdf format) will be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letter may be in the form of an Electronic Record (as defined herein) and may be executed using Electronic Signatures (as defined herein) (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Bank of America of a manually signed paper communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

Headings are for convenience of reference only and shall not affect the construction of, or be taken into consideration when interpreting, this Commitment Letter. This Commitment Letter (including the Summary of Terms) and the Fee Letter embody the entire agreement and understanding among Bank of America, you and your and its affiliates with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. No party has been authorized by Bank of America to make any oral or written statements that are inconsistent with this Commitment Letter. This Commitment Letter may not be amended or any provision thereof waived or modified except by an instrument in writing signed by us and you.

This Commitment Letter is not assignable by you without our prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) and any attempted assignment without such consent shall be null and void. This Commitment Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and the Indemnified Parties to the extent set forth herein). This Commitment Letter is not assignable by Bank of America without the prior written consent of you (such consent not to be unreasonably withheld, conditioned or delayed), and any attempted assignment without such consent shall be null and void.

This Commitment Letter and all commitments and undertakings of Bank of America hereunder will expire at 5:00 p.m. (Pacific time) on May 20, 2022 unless you execute this Commitment Letter and the Fee Letter and return them to us prior to that time (which may be by facsimile transmission), whereupon this Commitment Letter (including the Summary of Terms) and the Fee Letter (each of which may be signed in one or more counterparts) shall become binding agreements. Thereafter, all commitments and undertakings of Bank of America hereunder will expire on the earliest of: (a) the date that is five business days after the Outside Date (as defined in the Purchase Agreement), as such Outside Date may be extended from time to time in accordance with the terms of the Purchase Agreement; (b) the closing of the Acquisition without the use of the Revolving Credit Facility (unless Bank of America has failed to fund any advance under or make effective the Revolving Credit Facility in breach of its obligations hereunder); (c) the execution and delivery of the definitive legal documentation for the Revolving Credit Facility and the consummation of the Revolving Credit Facility; (d) the date the Purchase Agreement is terminated in accordance with its terms prior to the consummation of the Acquisition; and (e) the date which is 120 days after the date hereof (such earliest time, the "***Expiration Date***").

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We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

BANK OF AMERICA, N.A.

By: /s/ Carlos J. Medina
Name: Carlos J. Medina
Title: Senior Vice President

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

BALMORAL SWAN PARENT, INC.

By: /s/ Robin Nourmand
Name: Robin Nourmand
Title: Authorized Signatory

EXHIBIT A

SUMMARY OF TERMS AND CONDITIONS
PROJECT SWAN $35,750,000 REVOLVING CREDIT FACILITY

Capitalized terms not otherwise defined herein have the same meanings as specified therefor in the commitment letter (the "***Commitment Letter***") to which this Summary of Terms and Conditions is attached.

COMPANY:	Has the meaning assigned to such term in the Commitment Letter.
EQUITY INVESTORS:	Balmoral Funds, LLC and its affiliates, and certain other investors (collectively, the "***Equity Investors***").
PARENT:	A corporation or limited liability company formed by the Equity Investors that owns and controls 100% of the Initial Borrower.
BORROWERS:	Holdings, MergerSub, and upon the consummation of the Transaction, the MergerSub will merge with Trecora Resources, a Delaware corporation, and immediately following the consummation of the Acquisition on the Closing Date, each Company shall become a Borrower under the Revolving Credit Facility (collectively, together with the Initial Borrower, the "***Borrowers***"); provided that, the initial Borrower shall be Balmoral Swan Holdings, LLC (the "***Initial Borrower***"), and the Initial Borrower shall then loan such proceeds to Holdings, and Holdings shall then make an equity contribution of such proceeds to MergerSub, in connection with the Acquisition.
GUARANTORS:	Subject to the Certain Funds Provision, the obligations of the Borrowers under the Revolving Credit Facility and, at the Borrowers' option, under any treasury management, interest protection or other hedging arrangements entered into with a Lender (or any affiliate thereof) will be guaranteed by Parent and each of the existing and future direct and indirect wholly-owned domestic restricted subsidiaries of Parent that are not Borrowers (collectively, the "***Guarantors***"); provided that Guarantors shall not include (a) unrestricted subsidiaries, (b) immaterial subsidiaries (to be defined), (c) any foreign subsidiary that is a controlled foreign corporation, as defined in Section 957 of the Internal Revenue Code, (d) any domestic subsidiary if it has no material assets other than equity interests of one or more CFCs and any subsidiary owned directly or indirectly by a CFC, (e) not-for-profit subsidiaries and capital insurance companies and (f) others to be mutually agreed. All guarantees will be guarantees of payment and not of collection. Notwithstanding the foregoing, subsidiaries may be excluded from the guarantee requirements in circumstances where the Borrowers and the Administrative Agent reasonably agree that (i) materially adverse tax consequences would result from such guarantee or (ii) the cost, burden, difficulty or consequence of providing such guarantee is excessive in relation to the value afforded thereby.

ADMINISTRATIVE AND COLLATERAL AGENT:	Bank of America, N.A. ("***Bank of America***") will act as sole administrative and collateral agent (the "***Administrative Agent***").
SOLE LEAD ARRANGER AND SOLE BOOKRUNNER:	Bank of America (or any of its designated affiliates) will act as sole lead arranger and sole bookrunner (the "***Lead Arranger***").
LENDERS:	Bank of America and another lender acceptable to Bank of America and the Equity Investors (with such other lender to hold a commitment under the Revolving Credit Facility not to exceed $15 million) (in such capacity, the "***Lenders***").
REVOLVING CREDIT FACILITY:	An aggregate principal amount of $35,750,000 will be available through a revolving credit facility, available from time to time during the period from the Closing Date until the earlier of (a) the 5th anniversary of the Closing Date and (b) 91 days prior to the stated maturity of the Term Loan Facility (or any refinancing thereof), which will include a sublimit to be determined for the issuance of letters of credit (each a "***Letter of Credit***"). Letters of Credit will be issued by Bank of America (in such capacity, the "***Fronting Bank***"), and each of the Lenders under the Revolving Credit Facility will purchase an irrevocable and unconditional participation in each Letter of Credit. Amounts repaid under the Revolving Credit Facility may be re-borrowed from time to time. Revolving loans that are Base Rate loans will be available on a same-day basis.
ACCORDION:	Upon written request by the Borrowers, any Lenders may in their sole discretion, elect to increase its commitment under the Revolving Credit Facility; provided, that the aggregate principal amount of increases hereunder shall not exceed $20 million. The Accordion shall be subject to Limited Condition Acquisition Provisions.
LIMITED CONDITION ACQUISITIONS:	The Credit Documentation shall contain customary "Limited Condition Acquisition" provisions. Such provisions are referred to as the "***Limited Condition Acquisition Provisions***".
PURPOSE:	The proceeds of the Revolving Credit Facility and letters of credit shall be used to (a) finance in part the Acquisition; (b) pay fees and expenses incurred in connection with the Transaction; (c) refinance existing indebtedness of the Borrowers, the Guarantors and their respective subsidiaries (the "***Refinancing***"); and (d) provide ongoing working capital and for other general corporate purposes of the Guarantors, the Borrowers and their respective subsidiaries and for any other purposes not prohibited by the Credit Documentation, including, without limitation, to finance Permitted Acquisitions (as defined below) and other permitted investments.

CLOSING DATE:	The date of the funding of any initial advance of the Revolving Loan Facility on the date of the consummation of the Acquisition on the terms and conditions set forth in the Commitment Letter (the "Closing Date").
INTEREST RATES:	As set forth in Addendum I.
MATURITY:	The Revolving Credit Facility shall terminate and all amounts outstanding thereunder shall be due and payable in full on the earlier of (a) the fifth (5th) anniversary of the Closing Date and (b) ninety-one (91) days prior to the stated maturity of the Term Loan Facility.
AVAILABILITY:	Loans under the Revolving Credit Facility may be made, and Letters of Credit may be issued, on a revolving basis in an amount equal to the excess of (a) the Loan Cap (as defined below) at such time, minus, (b) the aggregate amount of loans and outstanding letters of credit available to be drawn outstanding under the Revolving Credit Facility at such time.
BORROWING BASE:	A borrowing base (the "***Borrowing Base***") shall be calculated as follows as set forth in the most recently delivered Borrowing Base certificate: The sum of: (i) 90.0% of eligible investment grade accounts receivable (to be defined as mutually agreed), plus (ii) 85.0% of eligible non-investment grade accounts receivable (to be defined as mutually agreed), plus (iii) The lesser of (a) 70.0% of the lower of cost or market of eligible inventory (to be defined as mutually agreed) and (b) 85.0% of the appraised Net Orderly Liquidation Value ("***NOLV***") of eligible inventory, less (iv) customary reserves for the type of assets referred to above. Such reserves and eligibility criteria shall be determined in accordance with the Administrative Agent's customary practices as may be applicable under the circumstances based on, among other considerations, field examinations and other due diligence to be conducted by the Administrative Agent (or its designee) and otherwise in its Permitted Discretion (as defined below) and shall be specified in the loan documentation (and in no event shall eligible inventory include foreign intransit inventory), as mutually agreed by the parties thereto (it being understood and agreed that the establishment or any modifications to eligibility criteria or reserves against the Borrowing Base shall be made in the Administrative Agent's Permitted Discretion upon at least three (3) business days' prior written notice to the Borrowers and during such three (3) business day period, the Administrative Agent shall, if requested by the Borrowers, discuss any such reserve or modification with the Borrowers and the Borrowers may take such action as may be required so that the event, condition or matter that is the basis for such reserve or

modification no longer exists or exists in a manner that would result in the establishment of a lower reserve or result in a lesser modification, in each case, in a manner reasonably satisfactory to the Administrative Agent; provided, that, during such three (3) business day period, the amount of any proposed adjustment shall be deducted from the calculation of the Borrowing Base solely for the purposes of calculating the amount of Loans and Letters of Credit available to the Borrowers. "***Permitted Discretion***" means a determination made in good faith and in the exercise of reasonable (from the perspective of a senior secured asset-based lender) credit judgment.

Notwithstanding the foregoing set forth in this section entitled "Borrowing Base", a field examination and inventory appraisal of the Borrowers completed by a reasonably acceptable appraiser, and a completed Borrowing Base certificate using the Borrowing Base formula described above will only be required to be delivered on or prior to the 90th day (or such later date agreed to by the Administrative Agent) following the Closing Date, and until such delivery, the Borrowing Base shall be equal to $35 million (the "***Closing Date Borrowing Base***"); provided, that in the event the above field examination and inventory appraisal are not completed by the 90th day (or such later date agreed to by the Administrative Agent) following the Closing Date, the "Borrowing Base" shall be equal to $0 until completion thereof.

LOAN CAP: An amount equal to (the "***Loan Cap***") the lesser of (i) the commitments under the Revolving Credit Facility and (ii) the Borrowing Base.

OPTIONAL PREPAYMENTS AND COMMITMENT REDUCTIONS: The Revolving Credit Facility may be prepaid in whole or in part at any time without premium or penalty, subject to reimbursement of the Lenders' breakage and redeployment costs in applicable cases. The unutilized portion of the commitments under the Revolving Credit Facility may be irrevocably (unless contingent upon a refinancing or other event) reduced or terminated by the Borrowers at any time without premium or penalty.

MANDATORY PREPAYMENTS: Subject to usual and customary provisions for discretionary and protective overadvances, if, based on the last recently delivered Borrowing Base Certificate, the outstanding amount of revolving loans and outstanding letters of credit available to be drawn under the Revolving Credit Facility exceeds the then applicable Borrowing Base (or the Closing Date Borrowing Base, as applicable), then upon Administrative Agent's demand, the Borrower shall eliminate such excess.

SECURITY: Subject to the limitations set forth below in this section and the Certain Funds Provision, the Revolving Credit Facility shall be secured by (i) a first priority lien on each Borrower's and each Guarantors' ABL Priority Collateral and (ii) a second priority lien on each Borrowers' and each Guarantors' Term Loan Priority Collateral, but excluding in each case the Excluded Assets (as defined below), in each case subject to permitted liens (to be agreed).

As used herein, the "***ABL Priority Collateral***" shall mean all assets of each Borrower and each Guarantor (the "***Collateral***") constituting: (a) accounts receivable, inventory and, to the extent not constituting or comprising identifiable proceeds of Term Loan Priority Collateral (as defined below), cash and deposit accounts, payment intangibles, securities and commodity accounts and (b) instruments, documents, commercial tort claims, letter-of-credit rights, supporting obligations, books and records and general intangibles, in each case, solely to the extent relating to those items in the foregoing clause (a), and (c) proceeds and insurance proceeds of the foregoing (including business interruption insurance, subject to the Intercreditor Agreement), and the "***Term Loan Priority Collateral***" shall mean all Collateral other than the ABL Priority Collateral (including proceeds of all such other Collateral).

Notwithstanding anything to the contrary, "***Excluded Assets***" shall be defined as mutually agreed and conform substantially to Term Loan Facility definition.

Subject to the Certain Funds Provision, the Security shall ratably secure the relevant party's obligations in respect of the Revolving Credit Facility and any treasury management, interest protection or other hedging arrangements entered into with a Lender (or an affiliate thereof).

CONDITIONS PRECEDENT TO CLOSING: Subject to the Certain Funds Provision, the closing and the initial extension of credit under the Revolving Credit Facility on the Closing Date will be subject solely to satisfaction (or waiver) of the following:

(i) The Acquisition shall have been consummated in all material respects in accordance with the Agreement and Plan of Merger (as amended, modified or otherwise supplemented from time to time to the extent permitted under this clause (i), and together with all exhibits, schedules, annexes and disclosure schedules thereto, collectively, the "***Purchase Agreement***") dated as of May 11, 2022, by and among Holdings, MergerSub and the Target, after giving effect to any modifications, amendments consents or waivers not prohibited by this paragraph, it being understood and agreed that the Purchase Agreement in effect as of May 11, 2022 is acceptable to Bank of America. The Purchase Agreement shall not have been altered, amended or otherwise modified, or any provision thereof waived or consented to, in any manner that would be materially adverse to Administrative Agent and the Lenders (in their capacity as such) without the prior written consent of Bank of America (it being understood and agreed that (i) any purchase price adjustment expressly contemplated by the Purchase Agreement (including any working capital purchase price adjustment) shall not be considered an alteration, amendment, modification, waiver or consent of the Purchase

Agreement, (ii) any substantive change to the definition of "Company Material Adverse Effect" contained in the Purchase Agreement shall be deemed materially adverse to the Administrative Agent and the Lenders, (iii) the granting of any consent under the Purchase Agreement that is not materially adverse to the interest of the Administrative Agent and the Lenders will not otherwise constitute an alteration, amendment, modification or waiver, and (iv) any increase or reduction in the purchase price of the Acquisition will be deemed not to be materially adverse to Bank of America.

(ii) The Equity Contribution and the Refinancing (as defined above) shall have been consummated or, substantially concurrently with the initial advance under the Revolving Credit Facility, shall be consummated and the Companies shall have no outstanding indebtedness other than that permitted to remain outstanding under the Purchase Agreement or otherwise agreed to in writing by Bank of America.

(iii) The Borrowers shall have entered into the Term Loan Facility provided by a lender acceptable to the Administrative Agent (it being understood that White Oak Global Advisors, LLC and SPP Credit Advisors is acceptable to the Administrative Agent) (individually and collectively, the "***Term Loan Lender***"), in an amount equal to $130 million on the Closing Date, which Term Loan Facility shall be (i) secured by a first priority lien on the Term Loan Priority Collateral and a second priority lien on the ABL Priority Collateral, in each case, subject to the Certain Funds Provision and subject to permitted liens to be agreed and (ii) subject to the Intercreditor Agreement.

(iv) The execution and delivery (a) by (subject to the Certain Funds Provision) Parent, the Borrowers and the other Guarantors of the definitive documentation for the Revolving Credit Facility (the "***Credit Documentation***") which shall be (i) consistent with the Summary of Terms, containing only those representations and warranties, affirmative covenants, negative covenants and events of default set forth herein and be generally based on and no less favorable to Parent, the Borrowers and their respective subsidiaries than the ABL Financing Agreement dated as of March 7, 2022 by and among Balmoral Refractories Holdings, Inc. and its subsidiaries, and the other parties thereto (the "***Precedent Credit Agreement***") and be consistent with loan documentation terms customary and usual for facilities and transactions of this type, (ii) reflect the operational and strategic requirements of Parent and its subsidiaries, after giving effect to the Transaction, in light of their size, geographic locations, industries, businesses and business practices, operations, financial accounting, matters disclosed in the Purchase Agreement and their proposed business plans, (iii) be subject to materiality qualifications and other exceptions that give effect to and/or

permit the Transaction (as defined in the Commitment Letter), (iv) take into account current market conditions as reasonably and mutually agreed (including, without limitation, the replacement of SOFR) and (v) be negotiated in good faith to provide the Revolving Credit Facility, giving effect to, and subject in all respects to, the Certain Funds Provision, as promptly as reasonably practicable (the documentation principles set forth in clauses (i) through (v) above, the "***Documentation Principles***"), (b) subject to the Certain Funds Provision, of customary legal opinions, customary borrowing notices, customary evidence of authorization, and customary officer's certificates, which shall, in each case, be consistent with the Commitment Letter and the Summary of Terms and (c) subject to the Certain Funds Provision, of all documents and instruments required to create and perfect the Administrative Agent's security interests in the Collateral for the benefit of the Lenders shall have been executed and delivered by (subject to the Certain Funds Provision) Parent, the Borrowers and the other Guarantors and, if applicable, be in proper form for filing, which shall, in each case, be consistent with the Commitment Letter and the Summary of Terms. The Credit Documentation shall be subject in all respects to the Certain Funds Provision.

(v) The Intercreditor Agreement between Administrative Agent and agent for the Term Loan Lender shall have been executed and delivered by all parties thereto and be in full force and effect, which shall be in form and substance reasonably satisfactory to the Administrative Agent.

(vi) Since the date of the Purchase Agreement, there shall have not occurred a Company Material Adverse Effect (as defined in the Purchase Agreement).

(vii) All fees required to be paid on the Closing Date pursuant to the Fee Letter and the reasonable and documented out-of-pocket expenses required to be paid on the Closing Date pursuant to the Commitment Letter, to the extent invoiced at least three (3) business days prior to the Closing Date, shall, upon the initial advance under the Revolving Credit Facility, have been paid.

(viii) [Reserved].

(ix) The Purchase Agreement Representations shall be true and correct in all material respects to the extent required by the Certain Funds Provision and the Specified Representations shall be true and correct in all material respects (without duplication of any materiality qualifiers therein) on the Closing Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (without duplication of any materiality qualifiers therein) at such earlier date.

(x) After giving effect to the Transaction and there shall be no less than $8 million of availability under the Revolving Credit Facility as of the Closing Date, after giving effect to the Transaction and all extensions of credit under the Revolving Credit Facility and the Term Loan Facility on such date.

(xi) The Lead Arranger shall have received (a) at least three (3) business days prior to the Closing Date all documentation and other information about the Borrowers and the Guarantors hereunder required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering, rules and regulations, including the Patriot Act, to the extent requested at least ten (10) business days prior to the Closing Date; and (b) at least three (3) business days prior to the Closing Date, to the extent the Borrowers qualify as a "legal entity customer" under 31 C.F.R. § 1010.230 (the "***Beneficial Ownership Regulation***"), a certification regarding beneficial ownership required by the Beneficial Ownership Regulation (the "***Beneficial Ownership Certification***"), to the extent requested at least ten (10) business days prior to the Closing Date.

CONDITIONS PRECEDENT TO ALL EXTENSIONS OF CREDIT MADE AFTER THE CLOSING DATE:

Subject to Limited Condition Acquisition Provisions, each extension of credit under the Revolving Credit Facility made after the Closing Date will be subject to satisfaction of the following conditions precedent: (i) all of the representations and warranties in the Credit Documentation shall be true and correct in all material respects (except to the extent that such representation and warranty is qualified by materiality or material adverse effect, in which instance such representation and warranty shall true and correct in all respects) as of the date of such extension of credit, in each case, except to the extent the same expressly related to an earlier date in which case such representations and warranties shall be true and correct in all material respects (except to the extent that such representation and warranty is qualified by materiality or material adverse effect, in which instance such representation and warranty shall true and correct in all respects) as of such earlier date; (ii) no event of default under the Revolving Credit Facility or incipient default shall have occurred and be continuing or would result from such extension of credit; and (iii) the aggregate principal amount of all loans outstanding under the Revolving Credit Facility and the aggregate undrawn amount of all Letters of Credit outstanding on such date, after giving effect to the applicable borrowing or issuance or renewal of a Letter of Credit, shall not exceed the Loan Cap on such date.

REPRESENTATIONS AND WARRANTIES: Subject to the Certain Funds Provision, usual and customary for transactions of this type, limited to the following (subject to materiality thresholds, baskets and other exceptions and qualifications to be agreed): (i) legal existence, qualification and power; (ii) due authorization and no contravention of law, contracts or organizational documents; (iii) governmental and third party approvals and consents; (iv) enforceability; (v) accuracy and completeness of specified financial statements and other written information and no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect (as defined below); (vi) no material litigation; (vii) no event of default; (viii) ownership of property; including disclosure of liens, properties, leases and investments; (ix) insurance matters; (x) environmental matters; (xi) tax matters; (xii) ERISA compliance; (xiii) identification of subsidiaries, equity interests and loan parties; (xiv) use of proceeds and not engaging in business of purchasing/carrying margin stock; (xv) status under Investment Company Act; (xvi) accuracy of disclosure, including accuracy in all respects of the Beneficial Ownership Certification as of the Closing Date; (xvii) compliance with laws; (xviii) intellectual property; (xix) solvency; (xx) [reserved]; (xxi) labor matters; (xxii) collateral documents; (xxiii) none of Parent, any Borrower or any Guarantor (collectively, the "***Loan Parties***") is an Affected Financial Institution.

"***Material Adverse Effect***" means (a) a material adverse effect on the business, assets, financial condition or results of operations of the Loan Parties and their restricted subsidiaries, taken as a whole, (b) a material and adverse effect on the rights and remedies of the Administrative Agent under the Credit Documentation or (c) a material and adverse effect on the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Credit Documentation.

COVENANTS: Those affirmative, negative and financial covenants (applicable to Holdings and its subsidiaries) customarily found in transactions of this type, limited to the following:

(a) Affirmative Covenants – subject to materiality thresholds, baskets and other exceptions and qualifications to be agreed, (i) delivery of (x) monthly financial statements within 30 days of the end of each of the first two months in each fiscal quarter and within 45 days for the first 3 full fiscal months following the Closing Date and the third month of each fiscal quarter, (y) audited annual financial statements within 120 days from fiscal year end, and (z) annual budgets and forecasts for the following year within 30 days after the beginning of each fiscal year; (ii) delivery of certificates and other information, including information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation; (iii) delivery of notices (of any event of default, material adverse effect, ERISA event, material change in accounting or financial reporting practices); (iv) payment of taxes; (v) preservation of existence; (vi) maintenance of properties;

(vii) maintenance of insurance; (viii) compliance with laws; (ix) maintenance of books and records; (x) inspection rights; (xi) use of proceeds; (xii) [reserved]; (xiii) compliance with environmental laws; (xiv) [reserved]; (xv) further assurances; (xvi) compliance with terms of leaseholds that would reasonably be expected to have a Material Adverse Effect; (xvii) [reserved]; (xviii) [reserved]; (xix) compliance with material contracts that would reasonably be expected to have a Material Adverse Effect; and (xx) delivery of monthly borrowing base certificates within 20 calendar days after the end of each month which shall be delivered weekly if a Reporting Trigger Period exists within 3 business days after the end of each week. "Reporting Trigger Period" means the period (a) commencing on any day that (i) an event of default occurs or (ii) Availability is less than the greater of (x) $4,000,000 and (y) 12.5% of the Loan Cap, and (b) continuing until, during each of the preceding 30 days, (i) no Event of Default existed and (ii) Availability has been more than the greater of (x) $4,000,000 and (y) 12.5% of the Loan Cap.

(b) Negative Covenants – Subject to materiality thresholds, baskets, reclassification concepts and other exceptions and qualifications to be agreed, restrictions on the following: (i) liens; (ii) indebtedness (including guarantees and other contingent obligations); (iii) investments (including loans and advances); (iv) mergers and other fundamental changes; (v) sales and other dispositions of property or assets; (vi) payments of dividends and other distributions; (vii) changes in the nature of business; (viii) transactions with affiliates; (ix) burdensome agreements; (x) use of proceeds; (xi) [reserved]; (xii) amendments of organizational documents; (xiii) changes in accounting policies or reporting practices; (xiv) prepayment of other indebtedness; (xv) modification or termination of documents related to the Transaction or certain indebtedness; and (xvi) changes in activities of Parent, in each case with such exceptions as may be agreed upon in the loan documentation. Notwithstanding the above, the loan parties may make discretionary distributions, prepayments of indebtedness and investments (including permitted acquisitions) so long as the Payment Conditions are satisfied; provided, that so long as the Closing Date Borrowing Base is in effect, the loan parties shall not make such discretionary distributions, prepayments of indebtedness and investments (including permitted acquisitions).

"***Payment Conditions***" means the satisfaction of each of the following: (a) as of the date of any such action and immediately after giving effect thereto, no Event of Default has occurred and is continuing, (b) either of the following: (i) average Availability (after giving pro forma effect to such action) as calculated on a 30 day lookback, is greater than the greater of (1) 17.5% of the Loan Cap and (2) $5,500,000, or (ii) (x) Availability (after giving pro forma effect to such action) as calculated on a 30 day average

lookback, is greater than the greater of (1) 12.5% of the Loan Cap and (2) $4,000,000 and (y) the Fixed Charge Coverage Ratio measured on a trailing 12 month period as of the end of the most recently ended measurement period prior to such action, determined on a pro forma basis after giving effect to such action, shall be equal to or greater than 1.00 to 1.00.

(c) Financial Covenant – The only financial covenant shall be the following: Minimum Consolidated Fixed Charge Coverage Ratio of at least 1.00:1.00 measured monthly as of the last day of each month while a Covenant Trigger Period is in effect, for the fiscal month ending immediately prior to the commencement of the Covenant Trigger Period and each month ending during the continuance of a Covenant Trigger Period. The ratio referred to above will be calculated on a consolidated basis for each consecutive trailing 12 month period. "***Covenant Trigger Period***" means the period (a) commencing on any day that (i) an Event of Default occurs or (ii) Availability is less than the greater of (x) $3,250,000 and (y) 10% of the Loan Cap, and (b) continuing until, during each of the preceding 30 days, (i) no Event of Default existed and (ii) Availability has been more than the greater of (x) $3,250,000 and (y) 10% of the Loan Cap. The definitions of EBITDA and Fixed Charge Coverage Ratio (and all other definitions related to the same) are to be mutually agreed.

(d) Equity Cure – a customary equity cure shall be included as mutually agreed and shall conform as applicable to the same in the Term Loan Facility.

(e) Cash Management and Cash Dominion – Subject to the Certain Funds Provision, within 90 days following Closing Date, (i) the cash management system of the loan parties shall be reasonably satisfactory to the Administrative Agent and shall provide for springing full dominion and control in favor of the Administrative Agent ("***Cash Dominion***") over all deposit and securities accounts during the Cash Dominion Trigger Period, other than customary excluded deposit accounts (including tax, disbursement, zero balance (other than collection accounts), trust, escrow and payroll accounts, and certain deposit accounts containing less than $50,000 for each account and $325,000 in the aggregate for all such accounts, in each case, for a period of more than 5 business days) (ii) Borrowers shall also agree to cause all proceeds of accounts receivable to be forwarded to a lockbox or, with Administrative Agent's consent, deposited in a blocked account; provided that Administrative Agent will exercise Cash Dominion only during a Cash Dominion Trigger Period. "***Cash Dominion Trigger Period***" means the period (a) commencing on any day that (i) an Event of Default occurs or (ii) Availability is less than the greater of (x) $3,250,000 and (y) 10% of the Loan Cap, and (b) continuing until, during each of the preceding 30 days, (i) no Event of Default existed and (ii) Availability has been more than the greater of (x) $3,250,000 and (y) 10% of the Loan Cap.

EVENTS OF DEFAULT:	Usual and customary in transactions of this type limited to the following: (i) nonpayment of principal, interest, fees or other amounts; (ii) failure to perform or observe covenants set forth in the loan documentation within a specified period of time, where customary and appropriate, after such failure; (iii) any representation or warranty proving to have been incorrect in any material respect when made or deemed made; (iv) cross-default to other indebtedness in an amount to be agreed; (v) bankruptcy and insolvency defaults (with grace period for involuntary proceedings); (vi) inability to pay debts; (vii) monetary judgment defaults in an amount to be agreed and material nonmonetary judgment defaults; (viii) ERISA events that have a Material Adverse Effect; (ix) actual or asserted invalidity or impairment of any loan documentation; (x) change of control; (xi) actual or asserted invalidity or impairment of any subordination provisions.
ASSIGNMENTS AND PARTICIPATIONS:	*Revolving Credit Facility Assignments*: Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to other financial institutions in respect of the Revolving Credit Facility in a minimum amount equal to $5 million. *Consents*: The consent of the Borrowers will be required unless (i) a Specified Event of Default has occurred and is continuing or (ii) the assignment is to a Lender, an affiliate of a Lender or an Approved Fund (as such term shall be defined in the loan documentation); provided the Borrowers shall be deemed to have consented to such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) business days after having received notice thereof. The consent of the Administrative Agent will be required for any assignment. The consent of the Fronting Bank will be required for any assignment under the Revolving Credit Facility. "***Specified Event of Default***" shall mean a payment or bankruptcy event of default, and failure to comply with financial reporting requirements or financial covenants. *Assignments Generally*: An assignment fee in the amount of $3,500 will be charged with respect to each assignment unless waived by the Administrative Agent in its sole discretion. Each Lender will also have the right, without consent of the Borrowers or the Administrative Agent, to assign as security all or part of its rights under the loan documentation to any Federal Reserve Bank. *Participations*: Lenders will be permitted to sell participations with voting rights limited to significant matters such as changes in amount, rate, maturity date and releases of all or substantially all of the collateral securing the Revolving Credit Facility or all or substantially all of the value of the guaranty of the Borrowers' obligations made by the Guarantors.

Notwithstanding the foregoing, in no event shall assignments or participations be made to (a) natural persons or (b) Disqualified Institutions. "***Disqualified Institutions***" shall have a meaning consistent with the same definition in the Term Loan Facility.

WAIVERS AND AMENDMENTS: Amendments and waivers of the provisions of the loan agreement and other definitive Credit Documentation will require the approval of Lenders holding loans and commitments representing more than 50% of the aggregate amount of the loans and commitments under Revolving Credit Facility (the "***Required Lenders***"); provided, that, any time there are two Lenders, Required Lenders shall mean both Lenders, except that (subject to certain exceptions to be mutually agreed) (a) the consent of each Lender shall be required with respect to (i) [reserved], (ii) the amendment of certain of the pro rata sharing provisions, (iii) the amendment of the voting percentages of the Lenders, (iv) the release of all or substantially all of the collateral securing the Revolving Credit Facility, (v) the release of all or substantially all of the value of the guaranty of the Borrowers' obligations made by the Guarantors, and (vi) the subordination of all or any part of the Revolving Credit Facility or substantially all of collateral securing the Revolving Credit Facility; (b) the consent of each Lender affected thereby shall be required with respect to (i) increases or extensions in the commitment of such Lender, (ii) reductions of principal, interest or fees, and (iii) extensions of scheduled maturities or times for payment; and (c) the consent of the Lenders holding at least 66-2/3% of the loans and commitments under the applicable Facility shall be required with respect to certain other matters relating to the Borrowing Base.

INDEMNIFICATION: The Borrowers will indemnify and hold harmless the Administrative Agent, the Lead Arranger, each Lender and their respective affiliates and their partners, directors, officers, employees, agents and advisors (collectively, "***Indemnified Persons***") from and against all losses, claims, damages, liabilities and expenses arising out of or relating to the Revolving Credit Facility, any other aspect of the Transaction, the Borrowers' use of loan proceeds or the commitments under the Revolving Loan Facility, including, but not limited to, reasonable attorneys' fees (excluding the allocated cost of internal counsel) and settlement costs (but limited, in the case of legal expenses, to the reasonable and documented expenses of one counsel for all Indemnified Persons taken as a whole and, if necessary, one firm of local counsel in each material jurisdiction (which may include a single special counsel acting in multiple jurisdictions), in each case for all Indemnified Persons taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnified Person affected by such conflict informs the Borrowers of such conflict, of another firm of counsel for such affected Indemnified Persons taken as a whole)); provided that the Borrowers shall have no obligation to indemnify and hold harmless any Indemnified Person pursuant to the foregoing provision to the extent any such obligation is determined by a final, non-appealable judgment of a court of competent jurisdiction (a) to have resulted (i) from the gross negligence, bad faith or willful misconduct of such Indemnified Person or any of its related persons or (ii) from such

	Indemnified Person's or its related person's material breach of the Credit Documentation or (b) to have resulted from claims among Indemnified Persons not involving an act or omission by the Loan Parties and their subsidiaries and affiliates. This indemnification shall survive and continue for the benefit of all such persons or entities.
GOVERNING LAW:	State of New York.
PRICING/FEES/EXPENSES:	As set forth in Addendum I.
COUNSEL TO THE ADMINISTRATIVE AGENT:	McGuireWoods, LLP.
OTHER:	Each of the parties shall (i) waive its right to a trial by jury and (ii) submit to New York jurisdiction. The loan documentation will contain (a) customary increased cost, withholding tax, capital adequacy and yield protection provisions, (b) EU and UK Bail-In provisions, (c) Qualified Financial Contracts provisions, (d) customary defaulting lender provisions, (e) provisions relating to the replacement of the Benchmark Rate in form and substance customary for transactions where the Administrative Agent acts as agent, (f) customary ERISA lender representations and (g) customary provisions relating to the divisions of limited liability companies.

Addendum I

PRICING, FEES AND EXPENSES

INTEREST RATES: The interest rates per annum applicable to the Revolving Credit Facility will be the Benchmark Rate (as hereinafter defined) plus the Applicable Margin (as hereinafter defined) or, at the option of the Borrowers, the Base Rate (to be defined as the highest of (a) the Federal Funds Rate plus ½ of 1.00%, (b) the Bank of America prime rate and (c) the Benchmark Rate plus 1.00%) plus the Applicable Margin.

"***Applicable Margin***" means a percentage per annum to be determined in accordance with the applicable Pricing Grid set forth below:

Level	Excess Availability (as a percentage of the Loan Cap)	Applicable Margin for the Benchmark Rate Loans/ Letter of Credit Fees	Applicable Margin for Base Rate Loans
I	≥ 35%	1.25%	0.25%
II	< 35%	1.50%	0.50%

provided, that, notwithstanding the foregoing, margins shall be determined at Level II above from the Closing Date until the first adjustment thereof, which shall be subject to increase or decrease on the first day of the calendar month of each Fiscal Quarter.

Notwithstanding anything to the contrary contained herein, to the extent that, at any time, the Benchmark Rate shall be less than 0.00%, the Benchmark Rate shall be deemed to be 0.00% for purposes of the Revolving Credit Facility.

Borrowers may select interest periods of one, three or six months for loans bearing interest rate based on the Benchmark Rate, subject to availability. Interest on loans bearing interest rate based on the Benchmark Rate shall be payable at the end of the selected interest period, but no less frequently than quarterly, and on the Maturity Date.

During the continuance of any event of default under the Credit Documentation, the Applicable Margin for obligations owing under such loan documentation shall increase by 2.00% per annum (subject, in all cases other than an event of default in the payment of principal when due, to the request of the Required Lenders).

"***Benchmark Rate***" means the Term SOFR Rate (to be defined in the Credit Documentation).

UNUSED LINE FEE: Commencing on the Closing Date, an unused line fee of 0.25% per annum shall be payable on the actual daily unused portion of the Revolving Credit Facility. Such fee shall be payable monthly in arrears on the first day of each month, commencing on the first full month to occur after the Closing Date.

LETTER OF CREDIT FEES:	Letter of Credit fees shall be payable on the maximum amount available to be drawn under each Letter of Credit at a rate per annum equal to the Applicable Margin from time to time applicable to Revolving Credit Benchmark Rate loans. Such fees shall be (a) payable monthly in arrears on the first day of each month, commencing on the first full month to occur after the Closing Date, and (b) shared proportionately by the Lenders under the Revolving Credit Facility. In addition, a fronting fee shall be payable to the Fronting Bank for its own account, in an amount to be mutually agreed.
CALCULATION OF INTEREST AND FEES:	Other than calculations in respect of interest for Base Rate loans (which shall be made on the basis of actual number of days elapsed in a 365/366 day year), all calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360 day year.
COST AND YIELD PROTECTION:	Customary for transactions and facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection with prepayments, changes in capital adequacy and capital requirements or their interpretation, illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes.
EXPENSES:	In addition to Borrowers' reimbursement obligations under the Commitment Letter, Borrowers will pay all reasonable and documented out-of-pocket costs and expenses incurred by the Administrative Agent and the Lead Arranger associated with the amendment, waiver or modification of the Credit Documentation contemplated hereby, including, without limitation, the reasonable legal fees of counsel to the Administrative Agent and the Lead Arranger (limited, in the case of legal expenses, to the reasonable and documented legal fees and expenses of a single primary counsel for the Administrative Agent and the Lead Arranger taken as a whole and, if necessary, one firm of local counsel in each material jurisdiction (which may include a single firm of counsel acting in multiple jurisdictions) for the Administrative Agent and the Lead Arranger taken as a whole. The Borrowers will also pay the reasonable and documented out-of-pocket expenses of the Administrative Agent and each Lender in connection with the enforcement of any of the loan documentation (limited, in the case of legal expenses, to the reasonable and documented legal fees and expenses of a single primary counsel for the Administrative Agent and each of the Lenders taken as a whole and, if necessary, one firm of local counsel in each material jurisdiction (which may include a single firm of counsel acting in multiple jurisdictions) for the Administrative Agent and each of the Lenders taken as a whole and, in the case of an actual or perceived conflict of interest where the person affected by such conflict informs the Borrowers of such conflict, of another firm of counsel for such affected persons taken as a whole). The Borrowers will also pay all reasonable and documented out-of-pocket fees and expenses incurred by Administrative Agent associated with field

exams and appraisals; provided that the Borrowers shall not be obligated to reimburse Administrative Agent for more than one appraisal per any 12 month period and one field exam per any 12 month period so long as no Due Diligence Trigger Period exists (where Borrowers shall then be obligated to reimburse Administrative Agent for two appraisals per any 12 month period and two field exams per any 12 month period). "***Due Diligence Trigger Period***" means the period (a) commencing on any day that (i) an Event of Default exists or (ii) Availability, for a period of three (3) consecutive Business Days, is less than the greater of (x) $4,750,000 and (y) 15% of the Loan Cap, and (b) continuing until, during each of the preceding 30 days, (i) no Event of Default existed and (ii) Availability has been more than the greater of (x) $4,750,000 and (y) 15% of the Loan Cap.

SCHEDULE A

FORM OF SOLVENCY CERTIFICATE

[•][•],[•]

This Solvency Certificate is being executed and delivered pursuant to Section [•] of that certain ABL Financing Agreement1 (the "Financing Agreement"; the terms defined therein being used herein as therein defined).

I, [•], the [Chief Financial Officer/equivalent officer] of [_____] (the Parent"), in such capacity and not in an individual capacity, hereby certify as follows:

1. I am generally familiar with the businesses and assets of the Parent and its Subsidiaries, taken as a whole, and am duly authorized to execute this Solvency Certificate on behalf of the Parent pursuant to the Financing Agreement; and

2. As of the date hereof and after giving effect to the transactions and the incurrence of the indebtedness and obligations being incurred in connection with the Financing Agreement and the transactions contemplated thereby (including, without limitation, the Closing Date Acquisition), (i) the sum of the Parent's and its Subsidiaries' debt (including contingent liabilities), taken as a whole, does not exceed the present fair saleable value of the Parent's and its Subsidiaries' present assets, taken as a whole; (ii) the Parent's and its Subsidiaries' capital, taken as a whole, is not unreasonably small in relation to its business as contemplated on the Closing Date and reflected in the projections or with respect to any transaction contemplated or undertaken after the Closing Date; (iii) the present fair salable value of the assets of the Parent and its Subsidiaries is greater than the amount that will be required to pay the probable liability of the debts (including contingent liabilities) of the Parent and its Subsidiaries as they become absolute and matured in the ordinary course; and (iv) none of the Parent nor any of its Subsidiaries has incurred and does not intend to incur, or believes (nor should it reasonably believe) that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise). For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first written above.

[Name], [Chief Financial Officer/equivalent officer]

1 Description of ABL Financing Agreement to be inserted

Exhibit (b)(2)

Execution Version

WHITE OAK GLOBAL ADVISORS, LLC
3 Embarcadero Center, 5th Floor
San Francisco, CA 94111

SPP CREDIT ADVISORS, LLC
550 Fifth Avenue, 12th Floor
New York, NY 10036

May 11, 2022

Balmoral Swan Parent, Inc.
c/o Balmoral Funds, LLC
11150 Santa Monica Boulevard, #825
Los Angeles, California 90025
Attn: Robin Nourmand

Re: Commitment Letter Relating to $130,000,000 Senior Secured Financing Facility

Ladies and Gentlemen:

Balmoral Swan Parent, Inc., a Delaware corporation (the "Company" or "you"), have requested that White Oak Global Advisors, LLC ("White Oak") and SPP Credit Advisors, LLC ("SPP", and together with White Oak, "we", "us" or the "Commitment Parties") provide a commitment for the full amount of the Financing Facility (as defined below) for the purpose of effectuating the transactions described on Annex A hereto.

White Oak and SPP are pleased to advise you of (i) White Oak's commitment to provide, on a several and not joint basis, directly or indirectly through one or more of its affiliates and/or funds managed, advised or sub-advised by it, 50% of the aggregate principal amount of the Financing Facility and (ii) SPP's commitment to provide, on a several and not joint basis, directly or indirectly through one or more of its affiliates and/or funds managed, advised or sub-advised by it, 50% of the aggregate principal amount of the Financing Facility. "Financing Facility" shall mean a senior secured term loan facility in an aggregate principal amount of $130,000,000 on terms and conditions set forth in this commitment letter and the Summary of Proposed Terms and Conditions for the Financing Facility attached hereto as Annex B (the "Term Sheet"). This commitment letter, together with the Term Sheet and Annex A hereto, are collectively referred to as the "Commitment Letter". Capitalized terms used but not defined herein shall have the meanings assigned to them in the Term Sheet or Annex A hereto, as the case may be. Notwithstanding anything in this Commitment Letter, the Fee Letter, the Loan Documents or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, each Commitment Party's obligation to fund the Term Loan on the Closing Date is subject solely to the satisfaction (or waiver) of the conditions set forth in the section entitled "*Conditions Precedent*" in the Term Sheet (such conditions, collectively, the "Limited Conditionality Provisions").

The Company acknowledges that the Term Sheet is intended as an outline only and does not purport to summarize all of the covenants, representations, warranties and other provisions (excluding the closing conditions for the borrowing on the Closing Date set forth in the section entitled "*Conditions Precedent*" in the Term Sheet, which are inclusive and complete) in the Loan Documents.

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Loan Documents or any other agreement or undertaking concerning the financing of the transactions contemplated hereby to the contrary, (a) the only representations and warranties relating to the Acquired Business the accuracy of which shall be a condition to the availability and funding of the Financing Facility on the Closing Date shall be (i) such representations and warranties made on the Closing Date by or with respect to the Acquired Business in the Closing Date Acquisition Agreement as are material to the interest of the Commitment Parties, but only to the extent that you or your affiliates have the right to terminate your and/or your affiliates' obligations (or refuse to consummate the Closing Date Acquisition) under the Closing Date Acquisition Agreement or to decline to consummate the Closing Date Acquisition thereunder, in each case, as a result of a breach of such representations and warranties in the Closing Date Acquisition Agreement (determined without regard to whether any notice is required to be delivered under the Closing Date Acquisition Agreement) (to such extent, the "Closing Date Acquisition Agreement Representations") and (ii) the Specified Representations (as defined below), (b) the terms of the Loan Documents shall be consistent with the Documentation Principles (as defined the Term Sheet) and shall be in a form such that they do not impair the availability of the Financing Facility on the Closing Date if the Limited Conditionality Provisions are satisfied or waived in writing (which may be via email) by us (it being understood that, to the extent the perfection of the security interest in any Collateral (as defined in the Term Sheet) is not or cannot be provided on the Closing Date (other than the perfection of security interests (i) in assets with respect to which a lien may be perfected by the filing of a UCC financing statement, (ii) in federally registered intellectual property with respect to which a lien may be perfected by the filing of an intellectual property security agreement with the United States Patent and Trademark Office (the "USPTO") or the United States Copyright Office (the "USCO") (provided that with respect to any such intellectual property described in this clause (ii), your sole obligation shall be to execute and deliver, or cause to be executed and delivered, necessary intellectual property security agreements to the Agent in proper form for filing with the USPTO or USCO and to irrevocably authorize, and to cause the applicable guarantor to irrevocably authorize, the Agent to file such intellectual property security agreements with the USPTO and USCO on the Closing Date), and (iii) the delivery of stock certificates with respect to certificated securities (and related stock powers) of the Borrowers and each material wholly-owned domestic restricted subsidiary required to be pledged to the extent possession of such certificates perfects a security interest therein; provided that, such stock certificates and related stock powers will be required to be delivered on the Closing Date only to the extent received from the Target after your use of commercially reasonable efforts to obtain such stock certificate on or prior to the Closing Date, and if any such stock certificates are not delivered on the Closing Date, then such stock certificates and accompanying stock powers will be required to be delivered as promptly as possible, but in any event within 30 days following the Closing Date (or such later date agreed to by Agent) after your use of commercially reasonable efforts to do so without undue burden or expense, then the perfection of a security interest in such Collateral shall not constitute a condition precedent to the funding of the Financing Facility on the Closing Date, but instead shall be required to be delivered and/or perfected after the Closing Date pursuant to arrangements and timing to be mutually agreed by the Agent and the Company and

(c) the only conditions (express or implied) to the funding of the Term Loan under the Financing Facility on the Closing Date are those expressly set forth in the section entitled "*Conditions Precedent*" in the Term Sheet (as satisfied or waived). For purposes hereof, "Specified Representations" means the representations and warranties of the Loan Parties (as defined below) in the Loan Documents relating to legal existence of the Loan Parties; organizational power and authority of the Loan Parties to enter into, deliver and perform the Loan Documents; no conflict of the Loan Documents with the Loan Parties' charter documents solely related to the entering into and performance of the Loan Documents and the incurrence of the extensions of credit thereunder; the due authorization of, execution by and delivery by the Loan Parties of the Loan Documents, in each case solely related to the entering into and performance of the Loan Documents and the incurrence of the extensions of credit thereunder; the enforceability of the Loan Documents against the Loan Parties solely related to the entering into and performance of the Loan Documents; solvency of the Parent (as defined below) and its subsidiaries (including the Acquired Business) on a consolidated basis on the Closing Date after giving effect to the Transactions (such representation to be consistent with the solvency certificate in the form set forth in Annex C attached to the Term Sheet); Federal Reserve margin regulations; the use of the proceeds of the Financing Facility not violating anti-terrorism and anti-money laundering laws (including the USA PATRIOT Act, as amended), sanctions laws (including OFAC) and anti-corruption and anti-bribery laws (including FCPA); the Investment Company Act; and, subject to the limitations set forth in the preceding sentence, the validity and perfection of security interests granted by the Company and the Target in the Collateral (subject to permitted liens as set forth in the Loan Documents). Notwithstanding anything to the contrary contained herein, to the extent that any of the Specified Representations are qualified or subject to "material adverse effect", the definition thereof shall be "Company Material Adverse Effect" (as defined in the Closing Date Acquisition Agreement) for purposes of any representations and warranties made or to be made on, or as of, the Closing Date. Without limiting the Limited Conditionality Provisions, the Agent will use commercially reasonable efforts to cooperate with you as reasonably requested in coordinating the timing and procedures for the funding of the Financing Facility in a manner consistent with the Closing Date Acquisition Agreement. This paragraph, and the provisions herein, shall be referred to as the "Certain Funds Provision".

By its written acceptance of this Commitment Letter, the Company agrees to reimburse the Commitment Parties, within five (5) business days of written demand, for all reasonable and documented or invoiced out-of-pocket costs, fees and expenses (the " Expenses") (including, without limitation, all reasonable and documented out -of -pocket fees and other client charges and expenses of counsel to the Commitment Parties (but limited, in the case of fees and other client charges and expenses of counsel to the Commitment Parties, to such fees and other client charges and expenses of (a) (i) one firm of lead counsel for all Commitment Parties, taken as a whole, (ii) one firm of lead counsel for the Agent, and (b) if reasonably necessary, (i) one local counsel in each relevant material jurisdiction for all Commitment Parties, taken as a whole, and (ii) one local counsel in each relevant material jurisdiction for the Agent), reasonable and documented out-of-pocket appraisal, administration, consulting and audit fees, and printing, reproduction, document delivery and other communication costs) incurred by the Commitment Parties in connection with the Financing Facility, including, without limitation, the conduct of business, legal, financial and collateral due diligence, the preparation, execution and delivery of

this Commitment Letter, the Fee Letter and the preparation, execution and delivery of definitive legal documentation for, and the satisfaction of all conditions precedent to, the Financing Facility, regardless of whether any definitive legal documentation is executed or the Financing Facility is provided. You agree that, once paid, none of the Expenses shall be refundable under any circumstances, regardless of whether the Financing Facility or any portion thereof is consummated, and shall not be creditable against any other amount payable by you to the Commitment Parties in connection with the Financing Facility or otherwise.

In connection with its reimbursement obligations hereunder, the Company agrees to pay to White Oak an expense deposit of $100,000 (the "Expense Deposit") upon its acceptance in writing of this Commitment Letter. The Expense Deposit will be applied toward the Expenses of the Commitment Parties. White Oak may request additional expense deposits if the amount of Expenses incurred or to be incurred by or on behalf of the Commitment Parties in connection with the Financing Facility exceeds or will exceed the amount of the Expense Deposit. The Expense Deposit will not be segregated and may be commingled with other funds and the Company will not be entitled to receive interest on the Expense Deposit. Any unused portion of the Expense Deposit will be returned to the Company on the Closing Date or within three (3) business days of any earlier date of the termination or expiration of this Commitment Letter.

By its written acceptance of this Commitment Letter, regardless of whether any definitive legal documentation is executed or the Financing Facility is provided, the Company hereby agrees to indemnify and hold harmless the Commitment Parties and their respective partners, shareholders, trustees, controlling persons, managers, managing directors, principals, affiliates, related funds members, directors, officers, employees, advisors, attorneys, consultants, agents and other representatives and the successors and permitted assigns of each of the foregoing (each, an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and expenses that arise out of, resulting from, or in connection with any dispute, claim, investigation, litigation or proceeding related to this Commitment Letter, the Fee Letter, the Financing Facility, the Closing Date Acquisition or any of the Transactions (or any use of the proceeds of the Financing Facility) (or actions or other proceedings commenced or threatened in respect thereof) (collectively and individually, "Claims or Proceedings") and all reasonable and documented out-of-pocket costs and expenses incurred in connection with any such Claims or Proceedings (including all reasonable and documented out-of-pocket fees and other client charges and expenses of counsel to the Indemnified Persons (but limited, in the case of such fees and other client charges and expenses of counsel to the Indemnified Persons, to such fees and other client charges and expenses of (a) one firm of lead counsel for all Indemnified Persons, taken as a whole (and, in the case of an actual or potential conflict of interest, where the Indemnified Person affected by such conflict informs you of such conflict, one additional lead counsel for each group of similarly situated affected Indemnified Persons, taken as a whole), and (b) if reasonably necessary, one local counsel in each relevant material jurisdiction for all Indemnified Persons, taken as a whole (and, in the case of an actual or potential conflict of interest, where the Indemnified Person affected by such conflict informs you of such conflict, one additional local counsel in each relevant material jurisdiction for each group of similarly situated affected Indemnified Persons taken as a whole)) incurred in connection with investigating, preparing to defend or defending against, or participating in, or providing evidence in preparing to serve or serving as a witness with respect

to, any such Claims or Proceedings; *provided* that any such obligation to indemnify, hold harmless and reimburse an Indemnified Person shall not be applicable to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (a) the gross negligence, bad faith or willful misconduct of such Indemnified Person, (b) such Indemnified Person's breach of this Commitment Letter in respect of such Indemnified Person's obligation to fund the Financing Facility on the Closing Date to the extent the conditions therefor as set forth in the Commitment Letter have been satisfied or waived in writing (which may be via email) by the Commitment Parties or (c) a dispute solely among Indemnified Persons other than (i) any claim against any Indemnified Person in its capacity or fulfilling its role as an agent, arranger, servicer or any other similar role under the Financing Facility or (ii) any claim arising out of any act or omission on the part of the Company or any of its affiliates. In the case of any Claims or Proceedings to which the indemnity in this paragraph applies, such indemnity and reimbursement obligations shall be effective whether or not such Claim or Proceeding is brought by you, your equity holders or creditors, the Acquired Business, your or its affiliates or an Indemnified Person, whether or not an Indemnified Person is otherwise a party thereto and whether or not any aspect of this Commitment Letter, the Fee Letter, the Financing Facility or any of the Transactions is consummated. You shall not be liable for any settlement of any Claim or Proceeding (other than Claims or Proceedings resulting from your gross negligence, bad faith, willful misconduct or breach of this Commitment Letter or the Fee Letter) effected without your consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with your written consent you agree to indemnify and hold harmless each Indemnified Person to the extent and in the manner set forth herein. You shall not, without the prior written consent of any Indemnified Person (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Claim or Proceeding in respect of which such Indemnified Person is, or could reasonably foreseeably be, a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement (A) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such Claim or Proceeding and (B) does not include a statement as to or an admission of fault, culpability, wrongdoing or a failure to act by or on behalf of such Indemnified Person. If for any reason the foregoing indemnification is unavailable to the Indemnified Persons or is insufficient to hold the Indemnified Persons harmless, then the Company shall contribute to the amount paid or payable by the Indemnified Persons as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative economic interests of the Company on the one hand and the Indemnified Persons on the other hand in the matters contemplated by this Commitment Letter and the Fee Letter as well as the relative fault of the Company and the Indemnified Persons with respect to such loss, claim, damage or liability and any other relevant equitable considerations. Without the consent of the applicable Indemnified Person, you shall not disclose the existence or terms of any such settlement unless required by applicable law or court order. You further agree that any press release, advertisement, public disclosure or filing by the Company or any of its affiliates related to any such settlement shall not contain White Oak's, SPP's or any of their respective affiliates' names unless required by applicable law or court order.

Notwithstanding any other provision of this Commitment Letter, (x) none of us, you, the Target or any affiliate of any of the foregoing, or any officer, director, employee, agent, controlling person, advisor or other representative of the foregoing or any successor or permitted assign of any of the foregoing, shall have any liability (whether direct or indirect, in contract, tort, equity or otherwise) arising out of, related to or in connection with any aspect of this Commitment Letter, the Fee Letter, the Financing Facility or any of the Transactions, for special, indirect, consequential or punitive (including, without limitation, any loss of profits, business or anticipated savings)) damages which may be alleged in connection with any of the foregoing; *provided* that nothing in this paragraph shall limit your indemnity and reimbursement obligations set forth in the previous paragraph to the extent such special, indirect, consequential or punitive damages are included in any Claim or Proceeding indemnifiable by you thereunder.

Notwithstanding any other provision of this Commitment Letter, no Indemnified Person shall be liable for any damages arising from the use by unauthorized persons of any information made available to any Commitment Party or the Agent by you or any of your representatives through electronic, telecommunications or other information transmission systems that is intercepted by such persons except to the extent that such damages have been determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence, bad faith or willful misconduct.

The Company represents and warrants (as to the Acquired Business, to the Company's knowledge) that (a) all written information and other written materials concerning the Company and/or its subsidiaries and the Acquired Business (other than financial estimates, forecasts, financial projections and other forward-looking information (collectively, "Projections") and information of a general economic or industry specific nature, the "Information"), which has been, or is hereafter, made available by, or on behalf of, the Company or any of its affiliates and/or the Target or the Acquired Business and delivered by you or on your behalf to the Commitment Parties in connection with the transactions contemplated hereby is, or when delivered will be, when considered as a whole, complete and correct in all material respects and does not, or will not when delivered, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements have been made (giving effect to all supplements and updates thereto) and (b) the Projections that have been or will be made available to us by the Company or any of its affiliates in connection with the Transactions, when taken as a whole, have been and will be prepared in good faith on the basis of assumptions believed by the Company and its affiliates to be reasonable at the time furnished (it being understood that the Projections are as to future events and are not to be viewed as facts and such Projections are subject to significant uncertainties and contingencies, many of which are beyond the Company's control, and no assurances can be given that such projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material). The Company agrees that, if at any time prior to the Closing Date, it becomes aware that any of the representations and warranties in this paragraph would be incorrect in any material respect if the Information were being furnished, and such representations were being made, at such time, then it shall (or, with respect to Information or Projections with respect to the Acquired Business it shall, subject to any applicable limitations under the Closing Date Acquisition Agreement), use its commercially reasonable efforts to update the Information as necessary to make the foregoing representations and warranties in this

paragraph (to your knowledge with respect to the Acquired Business) to be complete and correct in all material respects as of the Closing Date. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, none of the making of the foregoing representations and warranties in this paragraph, any supplements thereto, or the accuracy of any such representations and warranties shall constitute a condition precedent to the availability of the commitments and obligations of the Commitment Parties hereunder or the funding of the Financing Facility on the Closing Date.

The Commitment Parties reserve the right to syndicate a portion of their commitments with respect to the Financing Facility to a group of banks, financial institutions and other institutional lenders (other than a Disqualified Institution) identified by White Oak in consultation with the Company and reasonably acceptable to the Company. Notwithstanding the foregoing, except as otherwise agreed by you in writing in your sole discretion, (a) no Commitment Party shall be relieved, released or novated from its obligations hereunder (including its obligations to fund its committed portion of the Financing Facility on the Closing Date) in connection with or as a result of any syndication, assignment or participation of the Financing Facility, including its commitments in respect thereof, until after the Closing Date and the initial funding of the Financing Facility has occurred, (b) no assignment or novation by any Commitment Party shall become effective as between you and the Commitment Parties with respect to all or any portion of any Commitment Party's commitments in respect of the Financing Facility until the funding of the Financing Facility in full on the Closing Date and (c) each Commitment Party shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Financing Facility and the provisions in the Commitment Letter with respect thereto, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred. It is understood that the Commitment Parties' commitments hereunder are not conditioned upon the syndication of the Financing Facility. The Company agrees to use commercially reasonable efforts to assist in the preparation of customary marketing materials and presentations to be used in connection with the syndication of the Financing Facility. Such assistance from the Company shall include providing to White Oak promptly following request all information reasonably requested, including, without limitation, the projections and financial and other information, reports, memoranda and evaluations prepared by, or on behalf or at the direction of, the Company or any of its affiliates or your or their respective advisors. Without limiting your obligations as set forth in this paragraph, your compliance with this paragraph is not a condition to the commitments of the Commitment Parties to fund their respective committed portions of the Financing Facility on the Closing Date.

By executing this Commitment Letter, the Company, on behalf of itself and its affiliates and the directors, officers, employees, agents or representatives of each of the foregoing (collectively, the "Company Representatives"), agrees that from the date hereof until the Expiration Date (as defined below) and subject to your right to terminate this Commitment Letter pursuant to the terms hereof, the Company shall not (and shall cause the Company Representatives not to) (a) enter into, arrange, place, solicit, entertain or propose any other financing provider or other credit facilities or (b) issue any competing debt to consummate the Transactions or any similar transaction in which you or any of your affiliates acquire all or substantially all of the equity interests or assets of the Acquired Business; provided, that, the foregoing shall not prevent or be interpreted to prevent discussion and/or negotiation with any other person with respect to or in connection with the ABL Financing Facility and/or any investor in respect of the Equity Contribution.

As consideration for the commitment of the Commitment Parties to provide the Financing Facility, you agree to pay, or cause to be paid, the fees set forth in the fee letter of even date herewith between you, White Oak and SPP providing for certain fees relating to the Financing Facility (the "Fee Letter"), if, when, and to the extent that the same become due and payable pursuant thereto. Once paid, such fees shall not be refundable under any circumstances.

You acknowledge that each Commitment Party (together with its affiliates, each a "Financial Institution") is a full service securities firm engaged, either directly or through affiliates, in various activities, including securities trading, investment banking and financial advisory, investment management, principal investment, hedging, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. The Financial Institutions may have economic interests that conflict with those of you, the Acquired Business and your and their respective affiliates. In the ordinary course of these activities, each Financial Institution may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and/or financial instruments (including bank loans) for its own account and for the accounts of its customers and may at any time hold long and short positions in such securities and/or instruments. Such investment and other activities may involve securities and instruments of you, the Acquired Business and your and its affiliates, as well as of other entities and persons and their affiliates which may (a) be involved in transactions arising from or relating to this Commitment Letter, (b) be customers or competitors of you, the Acquired Business or your or their respective subsidiaries or affiliates or (c) have other relationships with you, the Acquired Business or your or their respective subsidiaries or affiliates. With respect to any securities and/or instruments so held by any Financial Institution or any of its customers, all rights in respect of such securities and instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. In addition, the Financial Institutions may provide investment banking, underwriting and/or financial advisory services to such other entities and persons. The Financial Institutions may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you or the Acquired Business or such other entities. The transactions contemplated by this Commitment Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph.

The Financial Institutions, in the course of such other activities and relationships, may acquire information about the transactions contemplated by this Commitment Letter or other entities and persons which may be the subject of the financing contemplated by this Commitment Letter. None of the Financial Institutions and none of their respective affiliates will use confidential information obtained from you or your affiliates or on your or their behalf by virtue of the transactions contemplated hereby in connection with the performance by the Financial Institutions of services for other companies or other persons and none of the Financial Institutions will furnish any such information to any of their other customers. You also acknowledge that the Financial Institutions have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or other persons.

You further acknowledge and agree that (a) no fiduciary, advisory or (except as expressly provided in the Loan Documents) agency relationship between you and the Financial Institutions is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether the Financial Institutions have advised or are advising you on other matters, (b) the Financial Institutions, on the one hand, and you, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of the Financial Institutions (and you hereby waive and release, to the fullest extent permitted by law, any claims that you may have against the Commitment Parties and their respective affiliates with respect to any breach or alleged breach of fiduciary duty and agree that no Commitment Party shall have any liability (whether direct or indirect) to you in respect of such fiduciary duty claim or to any person asserting a fiduciary duty on behalf of or in right of you, including your equity holders, employees or creditors, in each case, in connection with the transactions contemplated by this Commitment Letter), (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter and (d) you have been advised that the Commitment Parties are engaged in a broad range of transactions that may involve interests that differ from your interests and that the Financial Institutions have no obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship. In addition, please note that the Commitment Parties do not provide accounting, tax, investment, regulatory or legal advice.

This Commitment Letter is delivered to you upon the condition that neither the existence of this Commitment Letter or the Fee Letter nor any of their contents shall be disclosed by you or any of your affiliates, directly or indirectly, to any other person, except (a) as may be required (i) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case you agree to use commercially reasonable efforts to inform us promptly thereof prior to such disclosure to the extent not prohibited by law, rule or regulation), and (ii) upon the request or demand of any regulatory authority having or purporting to have jurisdiction over you or any of your affiliates (in which case you agree, to the extent practicable and not prohibited by applicable law, to inform us promptly thereof prior to disclosure), (b) to your shareholders, co-investors, potential co-investors and each of their respective affiliates and subsidiaries and, in each case, to your and their respective directors, officers, employees, affiliates, agents and advisors, legal counsel, insurers and accountants, in each case, on a confidential and "need-to-know" basis and only in connection with the Transactions, (c) in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and the Fee Letter, (d) to the extent any of this Commitment Letter or the contents hereof become publicly available other than by reason of disclosure by you in breach of this Commitment Letter (in which case, limited to such portions which have become publicly available as contemplated in this clause (d)) and (e) with our prior written consent. In addition, this Commitment Letter (but not the Fee Letter or the contents thereof other than (i) the existence thereof and the contents thereof with respect to fees generally in the

aggregate as part of projections and pro forma information, (ii) a generic disclosure of aggregate sources and uses to the extent customary or required in marketing materials and other disclosures or in any public filing relating to the Transactions (including, without limitation, to the extent required by the applicable rules of any national securities exchange and/or to the extent required by applicable federal securities laws, in connection with any Securities and Exchange Commission filings or any other required public filings) and (iii) to the extent portions thereof have been redacted in a customary manner) may be disclosed to (x) the providers of the ABL Financing Facility, the Target, the Acquired Business, their respective affiliates, and, in each case, their respective subsidiaries and their respective directors, officers, members, partners, agents, employees, advisors, legal counsel, insurers, accountants, controlling persons or equity holders, in each case, on a confidential and "need-to-know" basis and only in connection with the Transactions and (y) after your acceptance of this Commitment Letter and the Fee Letter, in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges or any other required public filings. It is understood and agreed that the restrictions in this paragraph shall cease to apply in respect of the existence and contents of this Commitment Letter (but not in respect of the Fee Letter and its fees and substance) on the date that is two (2) years following the termination of this Commitment Letter in accordance with its terms if the Closing Date does not occur, and if the Closing Date does occur, this paragraph shall be superseded by the confidentiality provisions contained in the definitive Loan Documents.

Notwithstanding any prior agreement among any of the parties hereto, each Commitment Party and each of its affiliates or related funds (each, a "Recipient") shall (a) not disclose the Confidential Information (as defined below) to any third-party except for disclosures to certain of its Representatives as may be permitted below, (b) limit the use by such Recipient and its Representatives of the Confidential Information solely for the evaluation of the Financing Facility, and shall not permit any other use of the Confidential Information, and (c) limit such person's dissemination of the Confidential Information to only such Recipient's subsidiaries, controlled affiliates, officers, directors and employees and, separately, each Recipient may disclose Confidential Information to its legal counsel, industry consultants, auditors, accountants and financial advisors (collectively, "Representatives") whose responsibilities and/or duties justify a substantial need for access to such Confidential Information in order for Recipient to evaluate the Financing Facility; provided that prior to such dissemination, each such Representative is advised about such Recipient's obligations arising under this Commitment Letter, is informed of this agreement and agrees with such Recipient to comply with the terms of this Commitment Letter that are applicable to Representatives. The foregoing obligations of the Commitment Parties and their respective Representatives shall remain in effect until the earlier of (i) two years from the date hereof, and (ii) the Closing Date, at which time any confidentiality undertaking in the Loan Documents shall supersede the provision of this paragraph.

The obligations arising under the foregoing paragraph shall not apply to any portion of the Confidential Information with respect to any Recipient which: (a) was known to such Recipient on a non-confidential basis prior to its receipt (directly or indirectly) from Company or Target as demonstrated by such Recipient's written records; provided that the source of such information is not known to such Recipient or any of its Representatives to be bound by a confidentiality agreement with Company, Target, the Acquired Business or any of their respective

Company Representatives, or is otherwise not known to such Recipient or any of its Representatives to be under an obligation to Company, Target, the Acquired Business or any of its Company Representatives not to disclose such information to such Recipient, (b) was published or generally available to and known by the public prior to its receipt, or thereafter becomes published or generally available to and known by the public through no fault of such Recipient or any of its Representatives and not as a result of a disclosure in breach of the confidentiality obligations in the foregoing paragraph, or (c) has been independently developed by an employee, consultant or agent of such Recipient without access or reference to (or use of) any Confidential Information. Notwithstanding the foregoing, each Recipient shall be permitted to disclose Confidential Information to the extent required by any law, regulation, or legal, regulatory, or judicial process or proceeding or by the rules of any recognized stock exchange (other than requirements triggered by the voluntary behavior of such Recipient), provided, however, that in such case, such Recipient shall be permitted to disclose only that portion of the Confidential Information necessary to legally comply with such compelled disclosure; and provided further, that such Recipient shall, to the extent legally permissible, provide prompt written notice to Company (which shall be prior to disclosing any Confidential Information if legally permissible), and such Recipient shall reasonably cooperate with any attempt by Company or Target (at Company's or Target's sole cost and expense) to protect against any such disclosure, including the obtaining of a protective order or the confidential treatment of such Confidential Information.

"Confidential Information" shall mean information (whether written, oral or electronic form) disclosed by the Company, the Target, the Acquired Business, any of their respective affiliates or subsidiaries, and in each case, any of their respective officers, directors, members, partners, agents, employees, legal counsel, industry consultants, accountants, financial advisors, controlling person or equity holders (collectively, the "Company Representatives") in connection with this Commitment Letter or the transactions contemplated hereby. For purposes of this Commitment Letter, Confidential Information shall include (a) all notes, analyses, compilations, studies or other documents prepared by the Recipient and/or any of its Representatives that contain or reflect or are based upon, in whole or in part, the information (whether in written, oral or electronic form) furnished to such Recipient and/or any of its Representatives pursuant to this Commitment Letter or in connection with the transactions contemplated hereby, and (b) all information about the Closing Date Acquisition and the Financing Facility, including (i) any terms and conditions (including price) relating to the Closing Date Acquisition, (ii) the fact that any Confidential Information was or is being exchanged between Company and any Recipient, and/or (iii) the fact that any discussions are taking or have taken place with respect to the Closing Date Acquisition or Financing Facility or the status thereof.

The Company agrees that it will obtain the consent of White Oak (not to be unreasonably withheld, conditioned or delayed) prior to any press release, advertisement, public disclosure or filing by the Company or any of its affiliates related to the Financing Facility or that contain White Oak or any of its affiliates' name.

White Oak hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (as amended, the "PATRIOT Act") and the requirements of 31 C.F.R. §1010.230 (the "Beneficial Ownership Regulation"), it and each Commitment Party is required to obtain, verify and record information that identifies each Borrower and each Guarantor, which information includes names, addresses, tax identification numbers and other information that will allow White Oak and such Commitment Party to identify each Borrower and each Guarantor in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and the Beneficial Ownership Regulation and is effective for White Oak and each Commitment Party.

This Commitment Letter and the commitments of the Commitment Parties hereunder shall not be assignable by us (other than (a) any assignment by us to our affiliates or related funds or (b) any assignment by us in connection with any syndication by us of a portion of our commitments with respect to the Financing Facility in accordance with the terms of this Commitment Letter) without your prior written consent, and any purported assignment by us without such prior written consent shall be null and void. This Commitment Letter and the commitments of the Commitment Parties shall not be assignable by you without our prior written consent, and any purported assignment by you without such prior written consent shall be null and void. We reserve the right to employ the services of our affiliates in providing services contemplated by this Commitment Letter and to allocate, in whole or in part, to our affiliates certain fees payable to us in such manner as we and our affiliates may agree in our sole discretion.

The offer made by the Commitment Parties herein shall remain in effect until 11:59 p.m. (New York City time) on May 11, 2022, at which time it will expire unless prior thereto White Oak has received (a) a copy of this Commitment Letter and the Fee Letter signed by the Company and (b) the Expense Deposit in immediately available funds. Each Commitment Party's commitment to provide the Financing Facility shall expire upon the earliest of (i) the date and time referred to in the previous sentence unless White Oak has received (A) a copy of this Commitment Letter and the Fee Letter signed by the Company and (B) the Expense Deposit in immediately available funds, in each case, as provided therein, (ii) 11:59 p.m. (New York City time) on the date that is five business days after the Outside Date (as defined in the Closing Date Acquisition Agreement), as such Outside Date may be extended from time to time in accordance with the terms of the Closing Date Acquisition Agreement, (iii) the execution and delivery of the definitive legal documentation for the Financing Facility and the consummation of the Financing Facility, (iv) the closing of the Closing Date Acquisition without the consummation of the Financing Facility (unless the Commitment Parties have failed to fund all or any portion of the Financing Facility in breach of its obligations hereunder), (v) the date the Closing Date Acquisition Agreement is terminated in accordance with its terms prior to the consummation of the Acquisition, and (vi) the date that is 120 days following the date on which this Commitment Letter is executed by the Company (such earliest time, the "Expiration Date").

The confidentiality, indemnification, expense reimbursement, no fiduciary relationship, governing law, jury trial waiver and forum provisions in this Commitment Letter shall remain in full force and effect regardless of whether the Loan Documents shall be executed and delivered and notwithstanding the termination or expiration of this Commitment Letter or the Commitment Parties' commitments hereunder; *provided*, that, your obligations under this Commitment Letter (other than your obligations with respect to confidentiality of the Fee Letter

and the contents thereof) shall automatically terminate and be superseded and deemed replaced by the provisions of the Loan Documents governing such matters upon the initial funding thereunder and the payment of all amounts owing at such time hereunder. You may terminate this Commitment Letter and all of the commitments hereunder at any time upon one (1) business day written notice (which may be by email); *provided* that your confidentiality obligations under the Fee Letter and the obligations referenced in the first sentence of this paragraph shall remain in full force and effect pursuant to the terms thereof and hereof, as applicable.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER OR THE FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in the Borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby in any such New York State court or in any such Federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

Each of the parties hereto agrees that (a) this Commitment Letter is a binding and enforceable agreement with respect to the subject matter herein, including an agreement by the parties hereto to negotiate in good faith on a timely basis the Loan Documents in a manner consistent with this Commitment Letter (it being acknowledged and agreed that the funding of the Financing Facility is subject solely to the satisfaction or waiver of the Limited Conditionality Provisions, including the execution and delivery of the Loan Documents by the Company and the Target, and subject to the Certain Funds Provisions, by the other Guarantors (if any) as provided in this Commitment Letter), and (b) the Fee Letter is a binding and enforceable agreement with respect to the subject matter therein, in each case, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

This Commitment Letter, together with the Fee Letter, supersedes all prior discussions, agreements, commitments, arrangements, negotiations or understandings, whether oral or written, of the parties and their affiliates with respect to the subject matter hereof. THIS COMMITMENT LETTER AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS COMMITMENT LETTER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; provided, that, it is understood and agreed that (a) the interpretation of the definition of "Company Material Adverse Effect" (as defined in the Closing Date Acquisition Agreement) (and whether or not a Company Material Adverse Effect (as defined in the Closing Date Acquisition Agreement) has occurred), (b) the determination of the accuracy of any Closing Date Acquisition Agreement Representation and whether as a result of any inaccuracy thereof you or your applicable affiliate has the right to terminate your or their obligations under the Closing Date Acquisition Agreement or to decline to consummate the Closing Date Acquisition and (c) the determination of whether the Closing Date Acquisition has been consummated in accordance with the terms of the Closing Date Acquisition Agreement shall, in each case, be governed by, and construed in accordance with, the governing laws of the Closing Date Acquisition Agreement, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by us and you. This Commitment Letter is intended to be for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, and may not be relied on by, any persons other than the parties hereto and, with respect to the indemnification provisions, each Indemnified Person. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile transmission or other electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Commitment Letter or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of this page intentionally left blank]

Should the terms and conditions contained herein meet with your approval, please indicate your acceptance by signing and returning a copy of this Commitment Letter and the Fee Letter to White Oak and paying the Expense Deposit as described above.

Very truly yours,

WHITE OAK GLOBAL ADVISORS, LLC

By: /s/ Darius Mozaffarian
Name: Darius Mozaffarian
Title: President

SPP CREDIT ADVISORS LLC

By: SPP Principal Investors II LLC, its manager

By: /s/ Charles T. Kumble
Name: Charles T. Kumble
Title: Treasurer

Agreed and accepted on this
11th day of May 2022:

BALMORAL SWAN PARENT, INC.

By: /s/ Robin Nourmand
Name: Robin Nourmand
Title: Authorized Person

ANNEX A

TRANSACTION DESCRIPTION[1]

The Company will enter into an Agreement and Plan of Merger, dated as of the date hereof (including the schedules, exhibits and disclosure letters thereto, and as amended, modified or otherwise supplemented to the extent permitted under clause (a) of the section entitled "*Conditions Precedent*" in the Term Sheet, the "Closing Date Acquisition Agreement"; together with all other documents executed by the Loan Parties or any of their affiliates in connection with the Closing Date Acquisition, in each case, dated as of the date hereof and as amended, modified or otherwise supplemented (collectively, the "Closing Date Acquisition Documents")) with Trecora Resources, a Delaware corporation (the "Target" and, together with its subsidiaries, collectively, the "Acquired Business"), pursuant to which, among other things, the Company will acquire all of the common stock of the Target (the "Closing Date Acquisition").

In connection with the Closing Date Acquisition:

1. The Loan Parties shall have received from Balmoral Funds and its controlled investment affiliates (the "Sponsor") and other co-investors a cash equity investment (a portion of which may be related to bridge preferred equity or subordinated indebtedness (but in an amount not in excess of $15,000,000 and, in each case, on terms and conditions satisfactory to the Agent and the Lenders, including a subordination agreement in form and substance satisfactory to the Agent and the Lenders); such bridge preferred equity or subordinated indebtedness, the "Specified Subordinated Debt") in an amount that represents not less than 40.0% of the total consideration (including, without limitation, all fees, commissions and expenses incurred or to be incurred in connection with the Transactions) for the Closing Date Acquisition on terms and conditions satisfactory to the Agent and the Lenders (the "Equity Contribution"); provided, that the cash equity investment (a portion of which may be related to bridge preferred equity) from the Sponsor shall represent not less than 27.5% of the total consideration (including, without limitation, all fees, commissions and expenses incurred or to be incurred in connection with the Transactions) for the Closing Date Acquisition and after giving effect to the Transactions, Sponsor shall, directly or indirectly, own and control not less than 50.1% of the equity interests of Company.

2. The Borrowers will obtain an asset based revolving credit facility, providing for a commitment in an amount not to exceed $35,793,000, on terms and conditions reasonably satisfactory to the Commitment Parties (the "ABL Financing Facility"), subject to a split collateral intercreditor agreement in form and substance reasonably satisfactory to the Commitment Parties (the "ABL Intercreditor Agreement").

3. The Borrowers will obtain a senior secured term loan facility of up to $130,000,000 (the "Financing Facility") as described in the "Summary of Proposed Terms and Conditions for the Financing Facility" attached hereto as Annex B (the "Term Sheet").

[1] Capitalized terms used but not defined in this Annex A shall have the respective meanings set forth elsewhere in the Commitment Letter (including the other Annexes thereto) to which this Annex A is attached.

4. The proceeds of the Financing Facility shall be used to (a) finance a portion of the cash consideration payable by the Loan Parties under the Closing Date Acquisition Agreement in connection with the Closing Date Acquisition, (b) refinance existing indebtedness of the Loan Parties and their subsidiaries (the "Refinancing"), (c) provide liquidity for general working capital purposes of the Loan Parties and their subsidiaries and (d) finance the fees, costs and expenses relating to the Financing Facility, the Closing Date Acquisition, the ABL Financing Facility and the transactions contemplated hereby and thereby. The proceeds of the Equity Contribution, together with the loans under the Financing Facility and the ABL Financing Facility, shall be sufficient to consummate the Closing Date Acquisition and pay all related fees, commissions and expenses payable on the Closing Date.

Immediately following the Transactions, neither the Company nor any of its subsidiaries will have any material third party indebtedness for borrowed money (including guarantees thereof) other than (a) the Financing Facility and the ABL Financing Facility and (b) other indebtedness permitted to remain outstanding under the Closing Date Acquisition Agreement and in amount and type permitted under the Loan Documents.

As used herein, the term "Transactions" means the Closing Date Acquisition, the repayment of certain indebtedness of the Acquired Business, the making of the Equity Contribution, the entering into of the Financing Facility, the ABL Financing Facility and the borrowings thereunder on the Closing Date, and the payment of fees, commissions and expenses in connection with each of the foregoing.

ANNEX B

Summary of Proposed Terms and Conditions for the Financing Facility

May 11, 2022

This summary does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions which would be contained in the Loan Documents (excluding the closing conditions for the borrowing on the Closing Date which are inclusive and complete as set forth herein under the section entitled "Conditions *Precedent").*

BORROWERS:	The Company, Balmoral Swan MergerSub, Inc. ("Merger Sub"), and immediately following the consummation of the Closing Date Acquisition, the Target and each of its wholly-owned domestic subsidiaries (collectively, together with the Initial Borrower (as defined below), the "Borrowers"); provided that, the initial Borrower shall be Balmoral Swan Holdings, LLC (the "Initial Borrower"), and the Initial Borrower shall then loan such proceeds to the Company, and the Company shall then make an equity contribution of such proceeds to Merger Sub, in connection with the Closing Date Acquisition.
GUARANTORS:	Subject to the Certain Funds Provisions, a newly formed domestic holding company that owns and controls 100% of Initial Borrower ("Parent") and, immediately following the consummation of the Closing Date Acquisition, the Target and all wholly-owned domestic subsidiaries of the Target that are not Borrowers (collectively, the "Guarantors") (together with the Borrowers, each a "Loan Party" and, collectively, the "Loan Parties"). Notwithstanding the foregoing, subsidiaries may be excluded from the guarantee requirements in circumstances where the Agent reasonably determines, in consultation with the Borrowers that (i) materially adverse tax consequences would result from such guarantee or (ii) the cost, burden, difficulty or consequence of providing such guarantee is excessive in relation to the value afforded thereby. "Guarantors" shall, in any event, include any party that guarantees the ABL Financing Facility.
AGENT:	White Oak ("White Oak") or another Lender to be mutually agreed upon by the Lenders and the Borrowers (in such capacity, the "Agent").
LENDERS:	White Oak and/or affiliates or related funds thereof, SPP and/or affiliates or related funds thereof, and such other lenders (other than Disqualified Institutions) as may be designated by White Oak (on or prior to the Closing Date, with the consent (or consultation rights) of the Company to the extent required by the terms of the Commitment Letter and, on or after the Closing Date, in accordance with the provisions under the heading "Assignments, Participations" below) (each a "Lender" and, collectively, the "Lenders").

FINANCING FACILITY: A financing facility consisting of a term loan facility in an amount of $130,000,000 (the "Financing Facility").

Subject solely to the satisfaction or waiver of the conditions precedent set forth in the section entitled "*Conditions Precedent*" in this Term Sheet, the Lenders shall provide a term loan under the Financing Facility in an aggregate principal amount of $130,000,000 (such loan, the "Term Loan"), which shall be available on the Closing Date.

Amounts borrowed under the Financing Facility that are repaid or prepaid may not be re-borrowed.

MATURITY/ AMORTIZATION: The Financing Facility shall mature on the date that is the earlier of (a) is 5 years from the Closing Date and (b) the maturity date of the ABL Financing Facility (such earlier date, the "Maturity Date"). The Term Loan and all other obligations outstanding under the Financing Facility shall be payable in full on the Maturity Date.

The Term Loan shall amortize, on a quarterly basis, commencing with the third full fiscal quarter following the Closing Date, by an amount equal to the percentage of the original principal amount thereof set forth below opposite the applicable period set forth below; provided, that the final installment of the Term Loan shall be equal to the aggregate principal amount of the Term Loan then outstanding.

Period	Quarterly Percentage
Third full fiscal quarter following Closing Date –eighth full fiscal quarter following Closing Date	0.625%
Ninth full fiscal quarter following Closing Date and thereafter	1.250%

USE OF PROCEEDS: The proceeds of the Financing Facility shall be used to (a) finance a portion of the cash consideration payable by the Loan Parties in connection with the Closing Date Acquisition, (b) refinance existing indebtedness of the Loan Parties and their subsidiaries, (c) provide liquidity for general working capital purposes of the Loan Parties and their subsidiaries and (d) finance the fees, costs and expenses relating to the Financing Facility, the Closing Date Acquisition, the ABL Financing Facility and the transactions contemplated hereby and thereby.

OPTIONAL PREPAYMENTS: The Borrowers may prepay the Term Loan in whole at any time or in part from time to time. All optional prepayments of the Term Loan (other than exceptions to be mutually agreed) shall be subject to the Applicable Premium to the extent provided below and customary breakage costs. All optional prepayments of the Term Loan shall be applied to the Term Loan as directed by the Borrowers.

MANDATORY PREPAYMENTS: Mandatory prepayments of the Term Loan shall be required from:

(a) excess cash flow (to be defined in the Loan Documents as mutually agreed) in a percentage of 50% (with step-downs to 25% if Total Net Leverage Ratio is less than 3.5x and greater than or equal to 2.50 to 1.00, and 0% if the Total Net Leverage Ratio is less than 2.50 to 1.00), to be applied annually no later than 120 days after fiscal year end within five business days after the delivery of audited financial statements for such fiscal year (commencing with the fiscal year ending December 31, 2022 (but for such first year, only for the period beginning with the first day of the first month following the Closing Date)); provided that, the required amount of the mandatory prepayment with respect to excess cash flow for any fiscal year shall be reduced dollar-for-dollar by the amount of optional prepayments made in respect of the Term Loan and the ABL Financing Facility (subject to a corresponding permanent reduction in commitments with respect to revolving facilities) during such fiscal year; provided further that, any resulting excess cash flow payment for any fiscal year that is less than $500,000 shall not be required;

(b) 100% of the net cash proceeds of issuances of debt (except proceeds of indebtedness permitted under the Loan Documents), with exceptions to be mutually agreed in the Loan Documents;

(c) 100% of the net cash proceeds of non-ordinary course asset sales and other non-ordinary course dispositions of property (including sales of equity of any Loan Party or any subsidiary of any Loan Party, but with exceptions to be mutually agreed in the Loan Documents, including with respect to (i) proceeds of any ABL Priority Collateral to the extent required under the ABL Financing Facility to prepay the obligations under the ABL Financing Facility and are actually applied to prepay such obligations and (ii) issuances of equity interests of Parent (other than in connection with an equity cure), subject to customary reinvestment rights to be agreed upon by the Borrowers and Lenders in the Loan Documents;

(d) 100% of any insurance proceeds (with respect to proceeds of business interruption insurance and/or key man life insurance, limited to amounts in excess of amounts to be mutually agreed) or condemnation awards received by any Loan Party or any subsidiary of any Loan Party in connection with any casualty or condemnation event, with exceptions to be mutually agreed including with respect to proceeds of any ABL Priority Collateral to the extent required under the ABL Financing Facility to prepay the obligations under the ABL Financing Facility and are actually applied to prepay such obligations, and subject to customary reinvestment rights to be agreed upon by the Borrowers and Lenders in the Loan Documents;

(e) 100% of extraordinary receipts (the definition to be agreed upon in the Loan Documents), with exceptions to be mutually agreed, including, without limitation, contributions of equity; and

(f) prepayments of the proceeds of equity cures in an amount to be mutually agreed.

"Total Net Leverage Ratio" shall be defined as the ratio of (a) indebtedness (excluding operating leases and Specified Subordinated Debt, if any), minus (iii) cash that is (x) unrestricted, (y) capped at $5,000,000 and (z) on deposit at a financial institution located in the United States to (b) (1) in respect of any determination on the Closing Date, the latest trailing twelve-month EBITDA of the Target and its subsidiaries as reflected in the most recently provided quality of earnings report prepared by CohnReznick, and (2) in respect of any determination date following the Closing Date, "Consolidated EBITDA" (including all definitions related to the same) to be mutually agreed and consistent with Documentation Principles.

All mandatory prepayments of the Term Loan shall be applied to the Term Loan against the next eight scheduled principal payments under the Term Loan in direct order of maturity and then pro rata to the remaining scheduled principal payments thereof (including the final installment of principal thereof due on the Maturity Date).

PREPAYMENT PREMIUM: Upon (a) any voluntary or mandatory payment of the Term Loan for any reason (other than (for the avoidance of doubt) (i) scheduled quarterly amortization payments, (ii) mandatory prepayments described in clauses (a) and (d) in the section entitled "Mandatory Prepayments" above and (iii) other exceptions to be mutually agreed), (b) the acceleration of the obligations under the Loan Documents, including as a result of the commencement of an insolvency

proceeding, or (c) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the obligations owed to the Agent and the Lenders in any insolvency proceeding, foreclosure or deed in lieu of foreclosure or the making of a distribution of any kind in any insolvency proceeding to the Agent, for the account of the Lenders in full or partial satisfaction of the obligations, or (d) the termination of the Loan Documents for any reason (subject to exceptions to be mutually agreed), the Borrowers shall pay an applicable premium in an amount equal to (i) during the period from the Closing Date up to one day prior to the first anniversary of the Closing Date, 2.00% of the principal amount of the Term Loan subject to such payment, acceleration or other event, and (ii) during the period on and after the first anniversary of the Closing Date and up to and one day prior to the second anniversary of the Closing Date, 1.00% of the principal amount of the Term Loan subject to such payment, acceleration or other event (any premium payable pursuant to this paragraph, the "Applicable Premium"). No Applicable Premium shall be payable in connection with any such payment, acceleration or other event with respect to the Term Loan occurring on or after the second anniversary of the Closing Date.

CLOSING DATE: The date of the funding of the Financing Facility on the date of the consummation of the Acquisition on the terms and the conditions set forth in the Commitment Letter (the "Closing Date").

COLLATERAL: Subject to the limitations set forth below in this section and the Certain Funds Provision, a perfected lien on and security interest in, but excluding Excluded Assets (to be defined as mutually agreed) and subject to certain exceptions, thresholds and exclusions to be agreed, (a) all of the now owned and hereafter acquired assets and property of each Loan Party, including, without limitation, all cash, marketable securities, material real property (to be defined as mutually agreed) (excluding leasehold interests other than any easements or leasehold interests related to any pipeline owned or used by Parent or any of its subsidiaries or any property related thereto)), fixtures, accounts, inventory, machinery and equipment, general intangibles (including copyrights, trademarks, patents and other intellectual property), payment intangibles, chattel paper, instruments, investment property, commercial tort claims and all other assets and property of each Loan Party, real or personal, tangible or intangible, and all proceeds thereof and (b) 100% of the capital stock or other equity interests of each Loan Party (other than equity issued by Parent) and each subsidiary of each Loan Party (the "Collateral"). For the avoidance of doubt, no portion of any pipeline owned or used by the Parent or any of its subsidiaries shall constitute an Excluded Asset; provided that no Loan Party shall be required to grant a mortgage over leasehold interests in, or easements or rights of way related to, such pipeline.

Such lien on and security interest in the Collateral shall be a first priority lien on and security interest in the "Term Priority Collateral" and a second priority lien on and security interest in the "ABL Priority Collateral", in each case, as such terms shall be defined in the ABL Intercreditor Agreement, in each case, subject to permitted liens (to be agreed).

Subject to the Certain Funds Provision, customary deposit account control agreements and securities account control agreements shall be required with respect to the deposit accounts and securities accounts of the Loan Parties (with exceptions for excluded accounts to be mutually agreed).

INTEREST:

Amounts outstanding under the Financing Facility shall bear interest at a rate per annum equal to the Base Rate plus the Applicable Margin.

"Applicable Margin" shall mean 6.00% per annum.

"Base Rate" shall mean the greater of (i) 1.00%, and (ii) the sum of (A) the forward-looking term rate for SOFR for a period of three months (as published by the CME Group Benchmark Administration Limited, any successor thereto, or any substitute service providing comparable rate quotations reasonably acceptable to Agent, in each case, appearing two (2) business days prior to the beginning of the applicable interest period) and reset on the first business day of fiscal quarter, plus (B) a spread adjustment of 26.161 basis points.

Calculations in respect of interest shall be made on the basis of actual number of days elapsed in a 365/366 day year. If any event of default shall occur and be continuing, at the election of the Agent or the Required Lenders (to be defined in the Loan Documents) (which election (i) shall not be required (but imposition of the default rate shall be automatic in the case of any payment event of default or bankruptcy or insolvency event of default) and (ii) may provide for imposition of the default rate retroactively to the date of such event of default), interest shall accrue on all obligations at a rate per annum equal to 2.00% in excess of the rate of interest otherwise in effect. All interest shall accrue from the Closing Date and shall be payable in cash monthly in arrears on the last business day of each month, provided that interest that accrues at the default rate shall be payable on demand. Base Rate pricing will be adjusted for any statutory reserves.

FEES:

The Borrowers shall pay the fees set forth in the Fee Letter.

INCREMENTAL TERM LOANS:

Subject to Limited Condition Acquisition Provisions, the Loan Documents shall permit the Borrowers to add one or more incremental term loan facilities to the Financing Facility or to increase any existing term loan facility (each, an "Incremental Term Loan Facility" and the term loans thereunder, "Incremental Term Loans") in an aggregate principal amount such that, after giving pro forma effect to the incurrence of such amount and after giving pro forma effect to any Acquisition consummated in connection therewith, the Total Net Leverage Ratio of the Parent and its subsidiaries shall not exceed the lower of (a) 3.25 to 1.00 and (b) a Total Net Leverage Ratio level that is 0.25 inside the Total Net Leverage Ratio level then in effect under the Loan Documents, subject to the following conditions (but subject to Limited Condition Acquisition Provisions):

(a) The Borrowers shall offer any proposed Incremental Term Loan Facility first to the existing Lenders, who shall be entitled to participate in such Incremental Term Loan Facility pro rata in accordance with their holdings of the then existing Financing Facility; *provided*, that no existing Lender will be required to participate in any such Incremental Term Loan Facility.

(b) No event of default shall exist either immediately before or after giving effect thereto.

(c) The representations and warranties under the Loan Documents shall be true and correct in all material respects (*provided* that any such representations and warranties which are qualified by materiality, material adverse effect or similar language shall be true and correct in all respects) both immediately before and after giving effect thereto.

(d) The final maturity date and the weighted average maturity of any such Incremental Term Loan Facility shall not be earlier than, or shorter than, as the case may be, the maturity date or the weighted average life to maturity (without giving effect to prepayments of the Financing Facility), as applicable, of the then existing Financing Facility.

(e) The pricing, interest rate margins, discounts, premiums, rate floors, fees and amortization schedule applicable to any Incremental Term Loan Facility shall be determined by the Borrowers and the lenders thereunder; *provided* that, if the applicable interest rate relating to any such Incremental Term Loan Facility exceeds the applicable interest rate relating to the then existing Financing Facility by more than 0.50% (the "MFN Margin") the applicable interest rate relating to the then existing Financing Facility shall be adjusted to be equal to the applicable interest rate relating to such Incremental Term Loan Facility minus the MFN Margin at such time.

(f) The terms of any Incremental Term Loan Facility shall be no more restrictive than the terms applicable to the then existing Financing Facility (except to the extent permitted by clause (d) or (e) above), except for covenants or other provisions applicable only to the periods after the latest maturity date of the then existing Financing Facility).

(g) There shall be no borrower or guarantor in respect of any such Incremental Term Loan Facility that is not a Borrower or a Guarantor and, if secured, such Incremental Term Loan Facility shall not be secured by any assets that do not constitute Collateral.

(h) The proceeds of such Incremental Term Loan Facility shall be used to consummate a Permitted Acquisition and other investments not prohibited thereunder.

(i) The Loan Parties shall have received from the Sponsor a cash equity investment in an amount that represents not less than 35% of the purchase price (including, without limitation, all fees, commissions and expenses incurred or to be incurred in connection therewith (but excluding roll over equity)) for such Permitted Acquisition on terms and conditions reasonably satisfactory to the Agent.

LIMITED CONDITION ACQUISITIONS:

The Loan Documents shall contain customary "Limited Condition Acquisition" provisions. Such provisions are referred to as the "Limited Condition Acquisition Provisions".

CONDITIONS PRECEDENT:

Subject to the Certain Funds Provision, the funding of the Term Loan under the Financing Facility on the Closing Date will be subject solely to the satisfaction (or waiver) of the following conditions precedent:

(a) The Closing Date Acquisition shall have been consummated in all material respects in accordance with the Closing Date Acquisition Agreement (including, for the avoidance of doubt, satisfaction of the Minimum Condition (as defined in the Closing Date Acquisition Agreement as in effect on the date hereof)), after giving effect to any modifications, amendments, consents or waivers not prohibited by this paragraph, it being understood and agreed that the Closing Date Acquisition Agreement dated as of May 11, 2022 is acceptable to the Commitment Parties. The Closing Date Acquisition

Agreement shall not have been altered, amended or otherwise modified, or any provision thereof waived or consented to, in any manner that would be materially adverse to the Commitment Parties without the prior written consent of the Commitment Parties (it being understood and agreed that (i) any purchase price adjustment expressly contemplated by the Closing Date Acquisition Agreement (including any working capital purchase price adjustment) shall not be considered an alteration, amendment, modification, waiver or consent of the Closing Date Acquisition Agreement, (ii) any substantive change to the definition of "Company Material Adverse Effect" contained in the Closing Date Acquisition Agreement shall be deemed materially adverse to the Commitment Parties, (iii) the granting of any consent under the Closing Date Acquisition Agreement that is not materially adverse to the interest of the Commitment Parties will not otherwise constitute an alteration, amendment, modification or waiver, (iv) any increase to the purchase price of the Closing Date Acquisition will be deemed not to be materially adverse to the Commitment Parties to the extent funded with the proceeds of common or preferred equity on terms and conditions reasonably satisfactory to Agent and the Lenders, and (v) any reduction in the purchase price payable under the Closing Date Acquisition Agreement that is greater than 10% of the purchase price payable thereunder shall be deemed materially adverse to the Commitment Parties, provided that a reduction in the purchase price payable under the Closing Date Acquisition Agreement that is less than or equal to 10% of the purchase price payable thereunder shall only be deemed to be materially adverse to the interests of the Commitment Parties if such reduction is not applied (x) first, to reduce the Equity Contribution by an amount such that the Equity Contribution shall be no less than 40.0% and (y) second to reduce the Equity Contribution and the Term Loan on a ratable basis.

(b) The Loan Parties shall have received the Equity Contribution and the Refinancing shall have been consummated or, substantially concurrently with the funding of the Term Loan, shall be consummated and the Company shall have no outstanding indebtedness other than that permitted to remain outstanding under the Closing Date Acquisition Agreement or otherwise agreed to in writing by the Commitment Parties, and Agent shall have received customary payoff letters and other release documents, in each case duly executed and delivered by the holders of indebtedness subject to the Refinancing.

(c) The execution and delivery (a) by (subject to the Certain Funds Provision) Parent, the Borrowers and the other Guarantors of the definitive documentation for the Financing Facility (the "Loan Documents") which shall be (i) consistent with the Term Sheet, containing those representations and warranties, affirmative covenants, negative covenants and events of default set forth herein and be generally based on the Financing Agreement dated as of March 7, 2022 by and among Balmoral Refractories Holdings, Inc. and its subsidiaries, and the other parties thereto, with revisions to reflect any differences in financial condition, performance or forecasts and be consistent with loan documentation terms customary and usual for facilities and transactions of this type, (ii) reflect the operational and strategic requirements of Parent and its subsidiaries, after giving effect to the Transactions, in light of their size, geographic locations, industries, businesses and business practices, operations, financial accounting, matters disclosed in the Closing Date Acquisition Agreement and their proposed business plans, (iii) be subject to materiality qualifications and other exceptions that give effect to and/or permit the Transactions, (iv) take into account current market conditions as reasonably and mutually agreed (including, without limitation, the replacement of SOFR), (v) include reasonable modifications to reflect changes in law and administrative and operational requirements of the Commitment Parties and the Agent, and (vi) be negotiated in good faith to provide the Financing Facility, giving effect to, and subject in all respects to, the Certain Funds Provision, as promptly as reasonably practicable (the documentation principles set forth in clauses (i) through (vi) above, the "Documentation Principles"), (b) subject to the Certain Funds Provision, of customary legal opinions, customary borrowing notices and disbursement letters, customary evidence of insurance (it being understood and agreed that delivery of insurance certificates naming the Agent as additional insured and lender loss payee may be delivered following the Closing Date within time period to be mutually agreed) customary evidence of authorization, customary officer's certificates, a solvency certificate in the form of Annex C, and a customary intercompany subordination agreement which shall, in each case, be consistent with the Commitment Letter and the Term Sheet and (c) subject to the Certain Funds Provision, of all documents and instruments required to create and perfect the Agent's security interests in the Collateral shall have been executed and delivered by (subject to the Certain Funds Provision) Parent, the Borrowers and the other Guarantors and, if applicable, be in proper form for filing, which shall, in each case, be consistent with the Commitment Letter and the Term Sheet. The Loan Documents shall be subject in all respects to the Certain Funds Provision.

(d) The Borrowers shall have entered into the ABL Financing Facility provided by an asset based lender acceptable to the Agent and the Lenders (it being understood that Bank of America, N.A. is acceptable to the Agent and the Lenders) (the "ABL Lender"), which ABL Financing Facility shall be (i) secured by a first priority lien on the ABL Priority Collateral and a second priority lien on the Term Priority Collateral, in each case, subject to the Certain Funds Provisions and subject to permitted liens to be agreed and (ii) subject to the ABL Intercreditor Agreement, and the definitive documentation governing the ABL Financing Facility shall have been delivered to the Agent.

(e) The ABL Intercreditor Agreement shall have been executed and delivered by all parties thereto and be in full force and effect.

(f) The Closing Date Acquisition Agreement Representations shall be true and correct to the extent required by the Certain Funds Provision and the Specified Representations shall be true and correct in all respects (to the extent materiality qualifiers are contained therein) and true and correct in all material respects (to the extent no materiality qualifiers are contained therein), in each case on the Closing Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall be true and correct in all respects (to the extent materiality qualifiers are contained therein) and true and correct in all material respects (to the extent no materiality qualifiers are contained therein) at such earlier date.

(g) Since the date of the Closing Date Purchase Agreement, there shall have not occurred a Company Material Adverse Effect (as defined in the Closing Date Acquisition Agreement).

(h) The Agent and the Lenders shall have received the following: (a) audited financial statements for the Acquired Business for the period ended December 31, 2021; (b) the quality of earnings report prepared by CohnReznick for the financial period ending March 31, 2022; (c) commencing with the month ending April 30, 2022, company prepared monthly financial statements for the Acquired Business (in form and

substance consistent with those monthly financial statements previously provided to the Company and its affiliates) for each monthly period completed prior to 30 days before the Closing Date; and (d) pro forma financial projections with respect to the Loan Parties and their subsidiaries, including monthly balance sheet, profit and loss and cash flow figures, for the period from May 1, 2022 through and including December 31, 2026. The Commitment Parties hereby acknowledge receipt of the financial statements and projections referred to in clauses (a), (b) and (d) of this paragraph (h).

(i) All fees required to be paid on the Closing Date pursuant to the Fee Letter and all reasonable and documented out-of-pocket expenses required to be paid on the Closing Date pursuant to the terms of the Commitment Letter to the extent invoiced at least two (2) days prior to the Closing Date, shall, upon the funding of the Financing Facility, have been paid (which amounts may be offset against the proceeds of the Financing Facility).

(j) The Agent shall have received at least 3 business days prior to the Closing Date all documentation and other information about the Borrowers and the Guarantors hereunder required by regulatory authorities under applicable "know-you-customer" and anti-money laundering rules and regulations, including, the PATRIOT Act, to the extent requested as least 10 business days prior to the Closing Date, including, for the avoidance of doubt, a duly executed W-9 (or other applicable IRS tax form) of each Borrower and a beneficial ownership certification in relation to each Borrower for each Lender that so requests.

(k) The Borrowers shall have minimum liquidity (to be defined as borrowing availability under the ABL Financing Facility as of the Closing Date and unrestricted cash and cash equivalents of the Loan Parties maintained in deposit accounts of the Loan Parties at financial institutions located in the United States) of not less than $8,000,000 after giving effect to the Transactions and the making of all advances on the Closing Date.

REPRESENTATIONS AND WARRANTIES:

Subject to the Certain Funds Provision, usual and customary representations and warranties for transactions of this nature and size, subject to materiality thresholds, baskets and other qualifications and exceptions to be agreed, but limited to the following: organization and good standing, authority to enter into and perform Loan Documents, no conflicts, governmental approvals, enforceability of

transaction documents, capitalization as of the Closing Date, litigation, financial statements, projections, no Material Adverse Effect, compliance with laws, non-violation of other agreements that would reasonably be expected to have a Material Adverse Effect, ERISA, taxes, Regulations T, U and X, nature of business, adverse agreements, permits, properties, employee and labor matters, environmental matters, insurance, use of proceeds, solvency as of the Closing Date, intellectual property, material contracts, investment company act, customers and suppliers, consummation of the Closing Date Acquisition, senior indebtedness (subject to permitted liens to be agreed), sanctions, anti-corruption, anti-terrorism and anti-money laundering laws, anti-bribery and anti-corruption laws, full disclosure, transactions with affiliates, data privacy and security, and beneficial ownership as of the Closing Date.

"Material Adverse Effect" means (a) a material adverse effect on the business, assets, liabilities, financial condition or operations of the Loan Parties and their restricted subsidiaries, taken as a whole, (b) a material and adverse effect on the rights and remedies of the Agent under the Loan Documents, (c) a material and adverse effect on the ability of the Loan Parties, taken as a whole, to perform any of their obligations under any material provision of any of the Loan Documents, or (d) a material adverse effect on the legality, validity or enforceability of any Loan Document against the Loan Parties, or (e) a material adverse effect on the validity, perfection or priority of a lien in favor of the Agent for the benefit of the Agent and the Lenders on a material portion of the Collateral.

AFFIRMATIVE COVENANTS:

Usual and customary affirmative covenants for transactions of this nature and size, but limited to the following (subject to materiality thresholds, baskets and other exceptions and qualifications to be agreed): financial and other reporting requirements (including, without limitation, with respect to the Closing Date Acquisition and the items listed under the heading "Financial Reporting"), notice of certain material events, additional borrowers, guarantors and collateral security, further assurances, compliance with laws, payment of taxes, preservation of existence, keeping of records and books of account, inspection rights, maintenance of properties, maintenance of insurance, obtaining of permits, environmental compliance, no changes to fiscal year, landlord waivers and collateral access agreements, after acquired real property, anti-bribery and anti-corruption laws, anti-money laundering laws and sanctions, lender meetings and credit enhancements (i.e. providing additional guaranties, letters of credit or other credit enhancements to the extent provided to ABL Lenders).

FINANCIAL REPORTING:	Financial reporting shall be limited to the following (to be delivered at times and subject to grace periods to be mutually agreed), (a) annual, audited financial statements and related compliance certificate within 120 days from fiscal year end, (b) quarterly, internally prepared, financial statements and related compliance certificate, within 45 days of each fiscal quarter-end (or, solely with respect to the first full fiscal quarter following the Closing Date, 60 days), (c) monthly, internally prepared financial statements (and, to the extent delivered to the agent under the ABL Financing Facility, a related compliance certificate) (i) within 30 days of the end of each of the first two months in each fiscal quarter and (ii) within 45 days for (x) the first three full months following the Closing Date and (y) the third month of each fiscal quarter, (d) annual projections, including monthly balance sheet, profit and loss and cash flow figures, for the following year within 30 days after the beginning of each fiscal year, (e) copies of reports (including, without limitation, borrowing base reports) and other information delivered to the ABL Lender and (f) other reporting as reasonably required by the Agent. Financial reporting to include comparisons to the annual projections and the prior year period as well as, in the case of annual reporting, a management discussion and analysis.
NEGATIVE COVENANTS:	Usual and customary negative covenants for transactions of this nature and size, subject to materiality thresholds, baskets, EBITDA "grower components" on certain baskets, reclassification concepts and other exceptions and qualifications to be agreed, but limited to the following: liens, indebtedness (which shall permit, among other things, indebtedness under the ABL Financing Facility (including incremental facilities thereof and any refinancing thereof, but subject to a cap to be agreed and to the terms of the ABL Intercreditor Agreement), consolidations, fundamental changes, dispositions, changes in nature of business, loans, advances and investments, sale and leaseback transactions, dividends, repurchases of capital stock, payment of management fees and other restricted payments, federal reserve regulations, transactions with affiliates, limitations on negative pledges, modifications of certain indebtedness, organizational documents and certain other material agreements, payment of other certain indebtedness, investment company act, non-compliance with ERISA that would reasonably be expected to result in a Material Adverse Effect, Parent and the Initial Borrower as holding companies, environmental matters, changes to accounting methods, sanctioned persons, anti-bribery and anti-corruption laws, anti-terrorism laws and anti-money laundering laws.

PERMITTED ACQUISITIONS:	The Loan Documents shall permit the acquisition by any Loan Party (other than the Parent) of all of the equity interests of, or all or substantially all of the assets of (or any division or business line of), any person (an "Acquisition"), subject to the following terms and conditions (any Acquisition satisfying such terms and conditions, a "Permitted Acquisition") (but subject to Limited Condition Acquisition Provisions): (a) no event of default shall have occurred and be continuing either immediately before or after giving effect to such Acquisition, (b) the Total Net Leverage Ratio of the Parent and its subsidiaries shall not, both immediately before and after giving effect to such Acquisition, exceed the maximum Total Net Leverage Ratio permitted under the Loan Documents for the most recently ended fiscal quarter of the Parent, (c) the Borrowers shall have furnished to the Agent (i) subject to materiality thresholds to be agreed, an executed letter of intent and/or draft purchase agreement with respect to the Acquisition and such other information and documents as the Agent may reasonably request, (ii) pro forma financial statements of the Parent after giving effect to such Acquisition, (iii) if obtained by any Loan Party, and in any event upon the reasonable request therefor by the Agent with respect to any Acquisition for which the purchase price exceeds an amount to be agreed, a quality of earnings report from a third party firm reasonably acceptable to the Agent, and (iv) a certificate of the chief financial officer of the Parent demonstrating, on a pro forma basis after giving effect to such Acquisition, compliance with all financial covenants set forth in the Loan Documents for the most recently ended fiscal quarter of the Parent, (d) [reserved], (e) the person and its subsidiaries acquired shall become Loan Parties and all or substantially all of the assets acquired shall become Collateral, in each case, to the extent required by the Loan Documents, (f) the Borrowers shall have minimum liquidity of not less than $8,000,000 both immediately before and after giving effect to such Acquisition, (g) the person or the assets being acquired shall have had positive EBITDA during the immediately preceding 12 consecutive month period (unless otherwise agreed by Agent), (h) the person or the assets being acquired shall be engaged in or shall be useful in, as applicable, the business of the Loan Parties or businesses reasonably related thereto, (i) the person or the assets being acquired shall be located within the United States (or, if not the case, the total purchase price therefor shall not exceed an amount to be mutually agreed), (j) such Acquisition shall be consensual and shall have been approved by the board of directors of the person being (or whose assets are being) acquired, (k) such Acquisition shall be permitted under the ABL Financing Facility, and (l) the purchase price payable in respect of (i) any single Acquisition or series of related Acquisitions shall not exceed an amount to be mutually agreed in the aggregate and (ii) all Acquisitions shall not exceed an amount to be mutually agreed during the term of the Financing Facility.

AVAILABLE AMOUNT BASKET:	The Loan Documents will include a provision for the availability of an amount, the "Available Amount", which shall be defined as mutually agreed. The Available Amount may be used for purposes of making permitted investments, restricted payments and other debt payments in amounts in excess of the baskets otherwise provided for in the Loan Documents subject to no event of default and compliance with a Total Net Leverage Ratio of (i) in the case of permitted investments, not to exceed 3.50 to 1.00, (ii) in the case of restricted payments, not to exceed 3.00 to 1.00, and (iii) in the case of other debt payments (including, without limitation, the Specified Subordinated Debt), not to exceed 3.00 to 1.00.
FINANCIAL COVENANTS:	The Loan Documents will include only the following financial covenants: (a) a maximum Total Net Leverage Ratio and (b) a minimum fixed charge coverage ratio (to be defined as mutually agreed including all definitions related to the same), not to exceed or not to be below, as applicable, ratios to be mutually agreed, in each case, to be tested quarterly commencing as of the end of the first full fiscal quarter following Closing Date and set at up to a mutually agreed percentage cushion to a Sponsor model that is reasonably acceptable to the Agent. The Loan Documents shall include customary equity cure provisions on terms to be agreed.
EVENTS OF DEFAULT:	Usual and customary events of default for transactions of this nature and size, subject to certain grace and cure periods, materiality thresholds, baskets and other exceptions and qualifications to be agreed, but limited to the following: payment, breach of representations or warranties, violation of covenants, cross-default to other indebtedness in an amount to be agreed, bankruptcy or insolvency, invalidity of any material provision of any Loan Document, invalidity or (subject to certain exceptions to be agreed) failure of perfection or priority of any lien on any Collateral with an aggregate fair market value to be agreed, judgments, restraint from or cessation of conducting a material part of the business, condemnation of a material part of the Collateral without compensation for the fair market value thereof, agreement or commencement of liquidation, dissolution or winding up of any Loan Party, material damage, loss, or destruction of Collateral, indictment or proceeding in which penalties or remedies include forfeiture of a material portion of property, ERISA events that have a Material Adverse Effect, violation or failure of subordination terms, default to subordinated indebtedness and the ABL Financing Facility, and change of control.

GOVERNING LAW:	All documentation in connection with the Financing Facility shall be governed by the laws of the State of New York; provided, however, it is understood and agreed that (a) the interpretation of the definition of "Company Material Adverse Effect" (as defined in the Closing Date Acquisition Agreement) (and whether or not a Company Material Adverse Effect (as defined in the Closing Date Acquisition Agreement) has occurred), (b) the determination of the accuracy of any Closing Date Acquisition Agreement Representation and whether as a result of any inaccuracy thereof any Loan Party or its applicable affiliate has the right to terminate its or their obligations under the Closing Date Acquisition Agreement or to decline to consummate the Closing Date Acquisition and (c) the determination of whether the Closing Date Acquisition has been consummated in accordance with the terms of the Closing Date Acquisition Agreement shall, in each case, be governed by, and construed in accordance with, the governing law of the Closing Date Acquisition Agreement, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction.
REQUIRED LENDERS:	50.1% of the Term Loan; provided, that if there are two or more Lenders that are not affiliates or related funds of one another with pro rata shares in excess of 25% of the Term Loan, the "Required Lenders" shall require at least two Lenders who are not affiliates or related funds of one another with pro rata shares in excess of 25% of the Term Loan.
ASSIGNMENTS, PARTICIPATIONS:	Each Lender may sell or assign to one or more other persons a portion of its loans or commitments under the Financing Facility with the consent of Agent (not be unreasonably withheld, conditioned or delayed) and the Borrowers, provided, (i) such consent (i) shall not be required (A) in connection with any assignment by a Lender to a Lender, an affiliate of such Lender or a related fund of such Lender or (B) if such assignment is in connection with any merger, amalgamation, consolidation, sale, transfer, or other disposition of all or any substantial portion of the business or loan portfolio of such Lender and (ii) the consent of the Borrowers (a) shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if not positively denied by the Borrowers within 5 business days after request therefor (any such denial to be accompanied by a written explanation for such denial) and (b) shall not be required during the continuance of any payment, bankruptcy, financial covenant or financial reporting event of default. Each Lender may sell participations in its loans and commitments under the Financing Facility without the consent of the Loan Parties. Assignments may not be made to individuals, any Loan Party, the Sponsor or any of its or their affiliates.

Notwithstanding the foregoing, no Lender may sell or assign any portion of its loans or commitments under the Financing Facility (or any participations therein) to any Disqualified Institution without the consent of the Borrowers (which may be withheld in its sole and absolute discretion), provided that such consent shall not be required during the continuance of any payment or bankruptcy event of default.

"Disqualified Institution" means, on any date, (a) any person identified as a "Disqualified Lender" or a "Competitor" on the list of "Disqualified Institutions" delivered by the Sponsor to the Agent on or before the date of the Commitment Letter, (b) any other person that (i) is an operating company in substantially the same line of business as those persons identified as "Competitors" on the list of "Disqualified Institutions" delivered by the Sponsor to the Agent on or before the date of the Commitment Letter and (ii) is identified by the Borrowers in writing to the Agent by legal name for inclusion on such list as a "Competitor" not less than 10 business days prior to such date or (c) any affiliate of any person identified in clause (a) or (b) of this definition that is either (i) identified by the Borrowers in writing to the Agent by legal name not less than 10 business days prior to such date or (ii) clearly identifiable as an affiliate of such person on the basis of its name (in the case of each of clauses (c)(i) and (c)(ii), other than any bona fide debt fund that is primarily engaged in purchasing or otherwise making commercial loans in the ordinary course of business (but, for the avoidance of doubt, excluding any person identified as a "Disqualified Lender" pursuant to clause (a) of this definition)); provided that "Disqualified Institution" shall exclude any person that the Borrowers have designated as no longer being a "Disqualified Institution" by written notice delivered to the Agent from time to time.

OUT-OF-POCKET EXPENSES: The Borrowers shall pay on demand all reasonable and documented out-of-pocket fees, costs and expenses of the Agent, the Commitment Parties and the Lenders (including reasonable and documented legal fees (subject to the limitations set forth in the Commitment Letter), audit fees, appraisal and valuation fees, search fees, filing fees, and documentation fees (subject to limitations on audit, appraisal and valuation fees to be agreed)) incurred in connection with the Financing Facility.

FUNDING PROTECTION: Customary for transactions of this type, including breakage costs, gross-up for withholding, compensation for increased costs and compliance with capital adequacy and other regulatory restrictions.

TAXES, RESERVE REQUIREMENTS Usual and customary for facilities and transactions of this type, and consistent with LSTA market language and customary exceptions in respect of (x) payments being made free and clear of any taxes,

AND RELATED INDEMNITIES:	imposts, assessments, withholdings or other deductions and (y) indemnification from the Loan Parties in favor of the Agent and the Lenders against all increased costs of capital resulting from reserve requirements or otherwise imposed, in each case, subject to customary increased costs, capital adequacy and similar provisions to the extent not taken into account in the calculation of the Base Rate.
INDEMNIFICATION:	Customary and appropriate provisions relating to indemnity and related matters.

ANNEX C

FORM OF SOLVENCY CERTIFICATE

[•][•],[•]

This Solvency Certificate is being executed and delivered pursuant to Section [•] of that certain Financing Agreement[2] (the "Financing Agreement"; the terms defined therein being used herein as therein defined).

I, [•], the [Chief Financial Officer/equivalent officer] of [_____] (the Parent"), in such capacity and not in an individual capacity, hereby certify as follows:

1. I am generally familiar with the businesses and assets of the Parent and its Subsidiaries, taken as a whole, and am duly authorized to execute this Solvency Certificate on behalf of the Parent pursuant to the Financing Agreement; and

2. As of the date hereof and after giving effect to the transactions and the incurrence of the indebtedness and obligations being incurred in connection with the Financing Agreement and the transactions contemplated thereby (including, without limitation, the Closing Date Acquisition), (i) the sum of the Parent's and its Subsidiaries' debt (including contingent liabilities), taken as a whole, does not exceed the present fair saleable value of the Parent's and its Subsidiaries' present assets, taken as a whole; (ii) the Parent's and its Subsidiaries' capital, taken as a whole, is not unreasonably small in relation to its business as contemplated on the Closing Date and reflected in the projections or with respect to any transaction contemplated or undertaken after the Closing Date; (iii) the present fair salable value of the assets of the Parent and its Subsidiaries is greater than the amount that will be required to pay the probable liability of the debts (including contingent liabilities) of the Parent and its Subsidiaries as they become absolute and matured in the ordinary course; and (iv) none of the Parent nor any of its Subsidiaries has incurred and does not intend to incur, or believes (nor should it reasonably believe) that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise). For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first written above.

[Name], [Chief Financial Officer/equivalent officer]

2 Description of Financing Agreement to be inserted

Exhibit d(2)

Final

AMENDMENT TO AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT TO AGREEMENT AND PLAN OF MERGER (this "Amendment") is made this 25 day of May 2022, by and among BALMORAL SWAN PARENT, INC., a Delaware corporation ("Parent"); BALMORAL SWAN MERGERSUB, INC., a Delaware corporation and a wholly owned, direct subsidiary of Parent ("Merger Sub"); and TRECORA RESOURCES, a Delaware corporation (the "Company").

BACKGROUND:

WHEREAS, Parent, Merger Sub, and Company entered into that certain Agreement and Plan of Merger, dated as of May 11, 2022 (the "Merger Agreement") (capitalized terms not defined herein shall have the meanings contained in the Merger Agreement); and

WHEREAS, the parties have determined that a filing under the HSR Act is not required and desire to amend the Merger Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date; Survival and Amendment of Merger Agreement

1.01 Effective Date. This Amendment shall become effective as of the date hereof (the "Effective Date").

1.02 Survival of Merger Agreement; No Novation. Except to the extent specifically amended herein, the Merger Agreement shall remain in full force and effect. This Agreement is not a novation of the Merger Agreement. The parties agree that all terms and conditions of the Merger Agreement, as and to the extent amended by this Amendment, shall remain in full force and effect.

1.03 Specific Terms of Merger Agreement Amended. The Merger Agreement is hereby amended as follows, effective as of the Effective Date:

(a) Section 1.1(d)(i) is hereby amended and restated to read in its entirety as follows:

"(i) Unless the Offer is extended pursuant to and in accordance with this Agreement, the Offer shall initially be scheduled to expire at one (1) minute following 11:59 p.m., New York City time, on the twentieth (20th) Business Day following (and including the day of) the commencement of the Offer (determined pursuant to Rule 14(d)-1(g)(3) promulgated under the Exchange Act) (as such date and time may be extended, the "Expiration Time"), unless otherwise agreed to in writing by Parent and the Company. In the event that the Offer is extended pursuant to and in accordance with this Agreement, then the Offer shall expire on the date and at the time to which the Offer has been so extended

(b) Section 1.1(e) is hereby amended and restated to read in its entirety as follows:

"(e) Payment for Company Shares. On the terms and subject to the conditions set forth in this Agreement and the Offer, including the satisfaction of all conditions to the Offer set forth in Annex A, Merger Sub shall (and Parent shall cause Merger Sub to), at or as promptly as practicable following the Expiration Time (as it may be extended in accordance with Section 1.1(d)(ii)), but in any event within one Business Day thereof, irrevocably accept for payment, and, at or promptly following the Acceptance Time, but in any event within three Business Days thereof, pay for, all Company Shares that are validly tendered and not withdrawn pursuant to the Offer; provided that with respect to Company Shares tendered pursuant to guaranteed delivery procedures that have not yet been delivered in settlement or satisfaction of such guarantee, Merger Sub shall be under no obligation to make any payment for such Company Shares unless and until such Company Shares are delivered in settlement or satisfaction of such guarantee. Without limiting the generality of the foregoing, Parent shall provide or cause to be provided to Merger Sub on a timely basis the funds that are necessary to pay for any and all Company Shares that Merger Sub becomes obligated to purchase pursuant to the Offer and this Agreement. For the avoidance of doubt, Merger Sub shall not, without the prior written consent of the Company, accept for payment or pay for any Company Shares if, as a result, Merger Sub would acquire less than the number of Company Shares necessary to satisfy the Minimum Condition. The Offer Price payable in respect of each Company Share validly tendered and not withdrawn pursuant to the Offer shall be paid without interest, net to the holder thereof in cash, subject to reduction for any withholding Taxes payable in respect thereof pursuant to Section 3.5. The Company shall register the transfer of any Company Shares irrevocably accepted for payment effective immediately after the Acceptance Time."

(c) The following sentence is hereby added to the end of Section 5.4:

"Parent, with authorization of its Ultimate Parent Entity (if different), hereby represents that the Acquiring Person's annual net sales and total assets as determined under the HSR Act do not exceed the current above $20.2 million size-of-person jurisdictional threshold set forth therein, with all terms in this sentence that are defined in the HSR Act having the meanings given them therein."

(d) The last sentence of Section 6.4(a) is hereby removed entirely.

(e) Clause (B)(7) of Annex A is hereby removed entirely and the references to Clause (B)(7) of Annex A in Section 8.1(b) and Section 8.3(b) shall be disregarded, with such sections being be read as if the references do not exist.

2. Miscellaneous.

2.01 Full Force and Effect. The Merger Agreement remains in full force and effect according to the original terms thereof, as amended by this Amendment.

2.02 Headings. The headings and subheadings contained in the titling of this Amendment are intended to be used for convenience only and shall not be used or deemed to limit or diminish any of the provisions hereof.

2.03 Recitals. The Recitals hereto are hereby incorporated into and made a part of this Amendment.

2.04 Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or other electronic means such as by transfer of a PDF file by electronic mail and upon receipt shall be deemed originals and binding upon the parties hereto.

2.05 Governing Law. This Amendment will be construed in accordance with and governed by the Laws of the State of Delaware.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Amendment under seal as of the date first above written.

BALMORAL SWAN PARENT, INC.

By: /s/ Jonathan A. Victor
Name: Jonathan A. Victor
Title: Authorized Person

BALMORAL SWAN MERGERSUB, INC.

By: /s/ Jonathan A. Victor
Name: Jonathan A. Victor
Title: Authorized Person

TRECORA RESOURCES

By: /s/ Patrick D. Quarles
Name: Patrick D. Quarles
Title: Chief Executive Officer

[*Signature Page to Amendment to Agreement and Plan of Merger*]

Exhibit (d)(3)

STRICTLY CONFIDENTIAL

BALMORAL SPECIAL SITUATIONS FUND III, L.P.

11150 Santa Monica Blvd., Suite 825
Los Angeles, California 90025

May 11, 2022

Balmoral Swan Parent, Inc.
c/o Balmoral Funds LLC
11150 Santa Monica Blvd., Suite 825
Los Angeles, California 90025
Attention: David Shainberg
Telephone: (310) 496-6772
Email: dshainberg@balmoralfunds.com

Ladies and Gentlemen:

1. Reference is made to that certain Agreement and Plan of Merger, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified, the "Merger Agreement"), by and among Balmoral Swan Parent, Inc., a Delaware limited liability company ("Parent"), Balmoral Swan MergerSub, Inc., Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and Trecora Resources, a Delaware corporation (the "Company"). Except as otherwise specified herein, each capitalized term used in this letter agreement and not defined herein shall have the meaning ascribed to such term in the Merger Agreement.

2. Commitment; Conditions. (a) On the terms and subject to the conditions of this letter agreement and of the Merger Agreement, Balmoral Special Situations Fund III, L.P. (the "Investor") hereby commits to purchase and pay for with immediately available cash funds in an aggregate amount equal to the Commitment (defined below) the equity interests and/or subordinated debt securities of Parent (or one or more of its Affiliates who are assigned Parent's rights, interests and obligations under the Merger Agreement) (the "Investment") immediately prior to the time Parent and Merger Sub become obligated under the Merger Agreement to effect the consummation of the Offer and the Closing, as applicable, for the purpose of enabling (a) Parent to cause Merger Sub to accept for payment all Company Shares tendered pursuant to the Offer at the Acceptance Time and to pay for any and all such Company Shares as required under Section 1.1(e) of the Merger Agreement (the "Offer Amount") and (b) Parent to make the payments due under Section 3.2(a) of the Merger Agreement and Parent and Merger Sub to make any other payments required to be paid by them pursuant to the Merger Agreement (the "Merger Amount"). The Investor shall not, under any circumstances, be obligated hereunder to directly or indirectly purchase equity interests or otherwise provide any funds to Parent in an aggregate amount exceeding the Commitment. The obligation of the Investor under this letter agreement to fund its Commitment may be assigned by Investor to any equity co-investor, any Affiliates or any affiliated funds, including Balmoral Special Situations Fund IV, L.P. or any parallel fund or alternative investment vehicle thereof, if such assignment would not impair or delay the Closing or the funding of the Commitment, but no such assignment shall relieve Investor of any of its obligations hereunder except if and to the extent, if any, that the assignee actually performs such obligations. As used in this letter agreement, the term "Commitment" means an amount equal to $123,000,000 or such lesser amount that suffices to fully fund the Offer Amount and the Merger Amount pursuant to, and in accordance with, the Merger Agreement.

   (b) Consummation of the Investment is subject in all respects to the terms and conditions of this letter agreement and to (i) with respect to the Offer Amount, (A) the execution and delivery of the Merger Agreement by the Company (B) the satisfaction in full or valid waiver of all conditions to the Offer set forth in Annex A of the Merger Agreement (the "Offer Conditions") (other than those Offer Conditions that by their nature are to be satisfied at the Closing, but subject to the concurrent satisfaction or waiver of such Offer Conditions at the Closing), (C) the prior or simultaneous closing of the Debt Financing (other than with respect to any revolving credit facility thereunder) or the Debt Financing Sources having confirmed in writing to the Parent and Merger

Sub that the Debt Financing will be funded in full at the consummation of the Offer if the Investment is funded at the consummation of the Offer (*provided, that* the Investment shall not be required to be made if such Debt Financing is not in fact funded in full at such time) and (D) the contemporaneous consummation of the Closing, and (ii) with respect to the Merger Amount, (A) the execution and delivery of the Merger Agreement by the Company, (B) the satisfaction or waiver of all of the conditions precedent to Parent's and Merger Sub's obligations set forth in Sections 7.1 and 7.2 of the Merger Agreement (other than those conditions precedent that by their nature are to be satisfied at the Closing, but subject to the concurrent satisfaction or valid waiver of such conditions precedent at the Closing), (C) the prior or simultaneous closing of the Debt Financing (other than with respect to any revolving credit facility thereunder) or the Debt Financing Sources having confirmed in writing to the Parent and Merger Sub that the Debt Financing will be funded in full at the Closing if the Investment is funded at the Closing (*provided, that* the Investment shall not be required to be made if such Debt Financing is not in fact funded in full at such time) and (D) the contemporaneous consummation of the Closing. The Commitment shall be used to fund the Offer Amount and/or the Merger Amount, as applicable, solely to the extent and when required to be paid by Parent or Merger Sub on the terms and subject to the conditions set forth herein and in the Merger Agreement, and not for any other purpose whatsoever.

3. Availability of Funds. Notwithstanding anything in this letter agreement to the contrary, in no event will the Investor (together with its permitted assigns), in the aggregate, be under any obligation hereunder under any circumstances to provide an aggregate amount of funds of more than the amount of the Commitment to Parent or any other Person. The Investor hereby represents and warrants to Parent that, as of the date hereof, the Investor has, and at the Closing the Investor (together with its permitted assigns) will have, sufficient cash, available lines of credit, capital commitments or other sources of available funds to fulfill the Commitment in accordance with the terms and subject to the conditions set forth herein. The Investor hereby represents, warrants and covenants to Parent that: (a) the execution, delivery and performance of this letter agreement by it has been duly and validly authorized and approved by all necessary limited partnership action and (b) this letter agreement has been duly and validly executed and delivered by it and constitutes a legal, valid and binding agreement of it enforceable against it in accordance with its terms (except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws relating to or affecting creditors' rights generally, or, as to enforceability, by general principles of equity).

4. Confidentiality. This letter agreement is being provided to Parent and the Company solely in connection with the Merger Agreement and the transactions contemplated thereby, including the Offer. Each party hereto (and the Company and any other Person who shall receive a copy hereof as permitted pursuant hereto) shall keep strictly confidential this letter agreement and all information obtained by it with respect to the other parties hereto in connection with this letter agreement, and will use such information solely in connection with the transactions contemplated hereby. Notwithstanding the foregoing, any party hereto and the Company and the respective Representatives (as defined below) of each of them may disclose this letter agreement and its terms and conditions (i) to any of such Person's Affiliates and its and their respective Affiliates' controlling Persons, general or limited partners, officers, directors, employees, investment professionals, managers, equity holders, stockholders, members, agents, assignees, financing sources or other representatives of any of the foregoing (all of the foregoing, collectively, "Representatives"), (ii) if required by applicable Law or by any Order or by a recognized stock exchange, governmental department or agency or other Governmental Entity or in connection with any SEC filings relating to the transactions contemplated by the Merger Agreement, and (iii) as reasonably necessary to enforce any rights hereunder, including in any litigation or other Proceeding to enforce such rights. Except as set forth herein, this letter agreement may not be used, circulated, quoted or otherwise referred to in any document, except with the written consent of the Investor.

5. No Recourse. Notwithstanding anything that may be expressed or implied in this letter agreement, the Limited Guarantee (as defined below), the Debt Commitment Letters, the Merger Agreement or any other document or instrument delivered in connection herewith or therewith, Parent, by its acceptance of the benefits hereof, and the Company, in its capacity as a third party beneficiary solely as and to the extent specified in, and on the terms and subject to the conditions of Section 6 hereof, each unconditionally and irrevocably covenants, agrees and acknowledges that no Person other than the Investor and its permitted assigns shall have any obligation or liability hereunder (subject to the terms and conditions set forth herein), and that notwithstanding that Investor is a limited partnership (i) no right or remedy, recourse or recovery (whether at Law or equity or in tort, contract or otherwise) hereunder, under the Merger Agreement, the Limited Guarantee, the Debt Commitment Letters or under any documents or instruments delivered in connection herewith or therewith or in connection with the transactions

contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, shall be had against any former, current or future direct or indirect equity holder, controlling Person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, Affiliate, assignee, financing source or Representative of any of the foregoing or any of their respective successors or assigns (other than Parent or Merger Sub under the Merger Agreement and subject to the terms and conditions set forth therein) (any such Person, a "Related Party") of either Investor or any Related Party of any Related Party, (ii) it is expressly agreed and acknowledged that no personal liability or obligation whatsoever shall attach to, be imposed on, or otherwise be incurred by any Related Party of Investor for any liabilities or obligations of the Investor under this letter agreement, the Limited Guarantee, the Merger Agreement, the Debt Commitment Letters or any documents or instruments delivered in connection herewith or therewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, in respect of any oral representation made or alleged to have been made in connection herewith or therewith or for any claim (whether at Law or equity or in tort, contract or otherwise) based on, in respect of, in connection with, or by reason of such obligations or their creation, and each party hereto hereby irrevocably and unconditionally waives and irrevocably and unconditionally releases all claims (whether arising under equity, contract, tort or otherwise) against such Persons for any such liability or obligation and (iii) none of Parent, Merger Sub or any of their respective Representatives, on the one hand, or the Company or any of its Affiliates or its or their respective Representatives, on the other hand, shall have any right of remedy, recourse or recovery (whether at Law or equity or in tort, contract or otherwise) against the Investor or otherwise, whether by piercing of the corporate, limited liability company or limited partnership veil or similar action, by a claim (whether at Law or equity or in tort, contract or otherwise), whether by the enforcement of any judgment or assessment or by any legal or equitable proceedings, or by virtue of any applicable Law or otherwise, against the Investor or otherwise, in the case of each of clauses (i), (ii) and (iii) above except for (x) Parent's right to receive the Commitment, as applicable and without duplication, solely to the extent provided in this letter agreement and on the terms and subject to the conditions hereof, (y) the Company's right to receive the Guaranteed Obligations (as defined in the Limited Guarantee), solely to the extent provided in the Limited Guarantee and subject to the terms and conditions set forth therein and (z) the Company's right to enforce this letter agreement as a third party beneficiary in respect of the Commitment solely as and to the extent specified in, and on the terms and subject to the conditions of, Section 6 hereof.

6. Enforceability. The parties hereto hereby agree that their respective agreements and obligations set forth herein are solely for the benefit of each other party hereto and its respective successors and permitted assigns, in accordance with and subject to the terms of this letter agreement, and that this letter agreement is not intended to, and does not, confer upon any Person (including, without limitation, the Debt Financing Sources and their respective Representatives) other than the parties hereto and their respective successors and permitted assigns any benefits, rights or remedies under or by reason of, or any rights to enforce or cause Parent to enforce, the obligations set forth herein; provided, that Investor acknowledges and agrees that this letter agreement is being executed and delivered to induce the Company to enter into the Merger Agreement in reliance hereon and that the Company is an express third party beneficiary entitled to rely hereon and specifically to enforce the obligations of Investor in connection with the Company's exercise of its rights under, and in accordance with the terms and conditions of, Section 9.16(b) of the Merger Agreement and, in connection therewith, the Company has the right to obtain an injunction, or other appropriate form of specific performance or equitable relief, to cause Parent to cause, or to directly cause, Investor to fund, directly or indirectly, the Commitment as, and only to the extent permitted by, this letter agreement, in each case when all of the conditions to funding the Commitment set forth in this letter agreement have been satisfied; provided, further, that each Related Party of Investor and any Related Party of each such Related Party may rely upon Section 5 of this letter agreement as a third party beneficiary. Except for the Company's rights to enforcement set forth in this Section 6, this letter agreement may only be enforced by Parent at the direction of Balmoral Funds LLC (the "Sponsor") in its sole discretion, and Parent shall have no right to enforce or seek to enforce this letter agreement unless directed to do so by the Sponsor in its sole discretion.

7. Waiver of Defenses. Investor hereby waives (a) any defense to specific performance that a remedy at law would be adequate or that, absent specific performance, no irreparable harm would be suffered and (b) any requirement to post a bond or other security in connection with obtaining equitable relief.

8. Limitation on Enforcement. Parent's creditors (other than the Company as provided in Section 6) shall have no right to enforce this or seek to enforce this letter agreement or to cause Parent to enforce this letter agreement. In no event may the Company, its Affiliates or any of its or their respective Representatives or any other Person (other than Parent at the direction of the Sponsor in its sole discretion) enforce any aspect of this letter agreement (including with respect to the Commitment) if the Guaranteed Obligations have been paid to the Company in full in accordance with the terms of the Merger Agreement and the Limited Guarantee; provided, that any such payments to the Guaranteed Party (as defined in the Limited Guarantee) have not been rescinded or otherwise returned for any reason whatsoever. This letter agreement may not be amended, restated, supplemented or otherwise modified, and no provision hereof waived or modified, except by an instrument in writing signed by Parent and Investor; provided, that this letter agreement may not be amended, restated, supplemented or otherwise modified, and no provision hereof waived or modified, in a manner that (a) would affect the Company's rights hereunder or (b) is inconsistent with the obligations of Parent and Merger Sub under Section 6.16(a) of the Merger Agreement, in each case without the prior written consent of the Company; provided, further, that notwithstanding the immediately preceding proviso and for the avoidance of doubt, the Company's prior written consent shall not be required with respect to any ministerial amendment, supplement or modification to this letter agreement, or any written waiver of any provision hereof, that does not adversely affect in any manner any of the rights of the Company hereunder.

9. Termination. This letter agreement and the Investor's obligation to fund all or any portion of the Commitment will automatically terminate and cease to be of any further force or effect without the need for any further action by any Person (at which time the obligations of Investor hereunder shall be immediately discharged in full) upon the earliest of (i) the valid termination of the Merger Agreement in accordance with its terms, (ii) the Closing (iii) the payment by the Investor of the Guaranteed Obligations pursuant to the Limited Guarantee and in accordance with the terms of the Merger Agreement, and (iv) the commencement by the Company or any of its Affiliates, or any of its or their respective Representatives, of any litigation or other Proceeding asserting any claim (whether at Law or equity or in tort, contract or otherwise) against either Investor or any Related Party of an Investor or any Related Party of a Related Party in connection with this letter agreement, or the Limited Guarantee or any other document or instrument delivered in connection herewith or any of the transactions contemplated hereby or thereby (including the termination or abandonment thereof) or otherwise (including in respect of any oral representations made or alleged to be made in connection therewith or herewith) except, solely with respect to clause (iv), for (A) claims by the Company against the Investor in respect of the Guaranteed Obligations solely as and to the extent specified in, and on the terms and subject to the conditions of, the Limited Guarantee, (B) claims against Parent or Merger Sub seeking specific performance, solely to the extent permitted under, and on the terms and subject to the conditions of, Section 9.16 of the Merger Agreement and (C) claims by the Company to enforce its rights as a third party beneficiary to this letter agreement, solely to the extent permitted under, and on the terms and subject to the conditions of, Section 6 hereof and Section 9.16 of the Merger Agreement. For the avoidance of doubt, the termination of the obligations of the Investor to fund the Commitment shall not, in and of itself, relieve any Person of any liability under the Limited Guarantee. Immediately upon termination of this letter agreement and without the need for any further action by any Person, no Investor or any Related Party of an Investor or any Related Party of a Related Party shall have any further obligation or liability hereunder.

10. Limited Guarantee. Concurrently with the execution and delivery of this letter agreement, the Investor is executing and delivering to the Company a Limited Guarantee, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified, the "Limited Guarantee"). Notwithstanding anything to the contrary in this letter agreement, the Merger Agreement, the Debt Commitment Letters or the Limited Guarantee or any other document or instrument delivered in connection herewith or therewith or in connection with the transactions contemplated hereby or thereby (or the termination or abandonment thereof), the Company's remedies (a) against the Investor under the Limited Guarantee (subject to the terms and conditions set forth therein), and (b) for specific performance under this letter agreement shall, and are intended to, be the sole and exclusive direct or indirect remedies available to the Company and its Affiliates or their respective Representatives against the Investor or any Related Party of the Investor or any Related Party of a Related Party for any liability, obligation, loss, damage or recovery of any kind whatsoever (including any multiple, consequential, indirect, special, statutory, exemplary or punitive damages or damages arising from loss of profits, business opportunities or goodwill, diminution in value or any other losses, whether at Law, in equity, in contract, in tort or otherwise) arising under or in connection with any breach of this letter agreement, and the Limited Guarantee, or the transactions contemplated hereby or thereby (including the termination or abandonment thereof) (in each case, whether willfully, intentionally, unintentionally or otherwise); provided, that if the Commitment is made hereunder and the Closing occurs, neither the Company nor any of its Affiliates or any of its or their

respective Representatives, may recover any amount whatsoever under the Limited Guarantee; provided, further that if the payments to the Guaranteed Party (as defined in the Limited Guarantee) with respect to such Guaranteed Obligations have not been rescinded or otherwise returned for any reason whatsoever, neither the Company nor any of its Affiliates or any of its or their respective Representative may cause the Commitment to be funded.

11. Indemnification. Parent and Merger Sub shall, on a joint and several basis, indemnify and hold harmless each of the Investor and its Affiliates from and against any and all out-of-pocket losses, damages, claims, costs or expenses suffered or incurred by any of them in connection with the Investor's or its Affiliates' direct or indirect ownership of equity of Parent or its successors; provided, that neither Investor nor any Affiliate of Investor shall be entitled to any indemnification pursuant to this letter agreement with respect to any investment losses or other liabilities that may be incurred by such Investor or its Affiliates solely in their capacity as an investor (directly or indirectly) in Parent and its Affiliates. Notwithstanding anything to the contrary in this letter agreement, the Merger Agreement, the Debt Commitment Letters, the Limited Guarantee or any other or any document or instrument delivered in connection herewith or therewith or in connection with the transactions contemplated hereby or thereby (including the termination or abandonment thereof), this Section 11 shall survive the Closing indefinitely and shall be binding, jointly and severally, on all successors, assigns, heirs or representatives of Parent, Merger Sub and their respective Affiliates.

12. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING TO THE FINANCING OR THE FINANCING LETTERS OR THE PERFORMANCE OF SERVICES THEREUNDER OR RELATED THERETO).

13. Governing Law; Jurisdiction. This letter agreement, and all claims or causes of action (whether at Law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this letter agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably agrees that any Proceeding with respect to this letter agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this letter agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, solely in the case that the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) (the "Chosen Courts"). Each of the parties hereto hereby irrevocably submits with regard to any such Proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the Chosen Courts and agrees that it will not bring any Proceeding relating to this letter agreement or any of the transactions contemplated by this letter agreement in any court other than the Chosen Courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Proceeding with respect to this letter agreement, (A) any claim that it is not personally subject to the jurisdiction of the Chosen Courts, (B) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (C) to the fullest extent permitted by applicable Law, any claim that (1) the Proceeding in such court is brought in an inconvenient forum, (2) the venue of such Proceeding is improper or (3) this letter agreement, or the subject matter hereof, may not be enforced in or by such courts. To the fullest extent permitted by applicable Law, each of the parties hereto hereby consents to the service of process in accordance with Section 9.14 of the Merger Agreement; provided, that (i) nothing herein shall affect the right of any party to serve legal process in any other manner permitted by Law and (ii) each such party's consent to jurisdiction and service contained in this Section 13 is solely for the purpose referred to in this Section 13 and shall not be deemed to be a general submission to said courts or in the State of Delaware other than for such purpose.

14. Counterparts. This letter agreement may be executed (including by facsimile transmission, ".pdf," or other electronic transmission) in one or more counterparts, and by the different parties to this letter agreement in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties to this letter agreement and delivered (including by facsimile transmission, ".pdf" or other electronic transmission) to the other parties to this letter agreement.

15. Entire Agreement. This letter agreement, together with the Merger Agreement and the Limited Guarantee, constitute the entire agreement, and supersede and cancel all prior and contemporaneous agreements, understandings and statements, written or oral, among the undersigned or any of their respective Affiliates or any other Person, with respect to the subject matter hereof.

[*Remainder of page intentionally left blank*]

INVESTOR:

Balmoral Special Situations Fund III, L.P.
By: Balmoral Management III, L.P., its General Partner

By: Balmoral Funds LLC, its General Partner

By: /s/ Jonathan A. Victor
Name: Jonathan A. Victor
Title: Authorized Person

Exhibit (d)(4)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of May 16, 2022, by and among Balmoral Special Situations Fund III, L.P. ("Fund III") and Balmoral Special Situations Fund IV, L.P. ("Fund IV").

WHEREAS, Fund III is a party to (i) that certain Equity Commitment Letter, dated as of May 11, 2022 (the "ECL"), by and between Fund III and Balmoral Swan Parent, Inc. and (ii) that certain Limited Guarantee, dated as of May 11, 2022 (the "Limited Guarantee"), by and between Fund III and Trecora Resources; and

WHEREAS, Fund III desires to assign, and Fund IV desires to assume, a portion of the Commitment (as defined in the ECL) and a portion of the Guaranteed Obligations (as defined in the Limited Guarantee).

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment and Assumption. As of the date hereof, Fund III hereby assigns to Fund IV the following obligations (collectively, the "Trecora Funding Obligations"): (i) Fund III's obligations to fund the lesser of 66.66667% of the Commitment (as defined in the ECL) and $80 million of the Commitment and (ii) Fund III's obligation to pay 66.66667% of the Guaranteed Obligations (as defined in the Limited Guarantee). Fund IV hereby accepts the assignment of the Trecora Funding Obligations and assumes and agrees to observe and perform the Trecora Funding Obligations.

2. Miscellaneous. This Agreement may not be amended or otherwise modified except by written instrument signed by all parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of law principles thereof or of any other jurisdiction. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and this letter agreement shall become effective when there exists copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto. In the event that any signature to this letter agreement is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first written above.

Balmoral Special Situations Fund III, L.P.

By: Balmoral Management III, L.P., its General Partner

By: Balmoral Funds LLC, its General Partner

By: /s/ Jonathan A. Victor
Name: Jonathan A. Victor
Title: Authorized Person

Balmoral Special Situations Fund IV, L.P.

By: Balmoral Management IV, L.P., its General Partner

By: Balmoral Funds LLC, its General Partner

By: /s/ Jonathan A. Victor
Name: Jonathan A. Victor
Title: Authorized Person

Exhibit (d)(5)

STRICTLY CONFIDENTIAL

LIMITED GUARANTEE

This LIMITED GUARANTEE, dated as of May 11, 2022 (as may be amended, restated, supplemented or otherwise modified, this "Limited Guarantee"), by Balmoral Special Situations Fund III, L.P. ("Guarantor"), is made in favor of Trecora Resources, a Delaware corporation (the "Guaranteed Party"). Reference is hereby made to that certain Agreement and Plan of Merger, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified, the "Merger Agreement"), by and among the Guaranteed Party, Balmoral Swan Parent, Inc., a Delaware corporation ("Parent"), and Balmoral Swan MergerSub, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"). Except as otherwise specified herein, each capitalized term used in this Limited Guarantee and not defined herein shall have the meaning ascribed to such term in the Merger Agreement.

1. Limited Guarantee.

As consideration for the Guaranteed Party entering into the Merger Agreement, and to induce the Guaranteed Party to do so in reliance hereon, Guarantor hereby guarantees to the Guaranteed Party, on the terms and subject to the conditions set forth herein, the due and punctual payment and performance of Parent's obligation following the valid termination of the Merger Agreement to pay to the Guaranteed Party, as applicable (x) the Parent Termination Fee, if, when, and as due, pursuant to Section 8.3(c) of the Merger Agreement and (y) the reimbursement obligations, if, when, and as due pursuant to Section 6.16(b)(iii) of the Merger Agreement (the "Reimbursement Obligations" and together with the Parent Termination Fee, and the Enforcement Costs, the "Guaranteed Obligations"), in each case, on the terms and subject to the conditions set forth in, the Merger Agreement and this Limited Guarantee. Notwithstanding anything herein to the contrary, the Guaranteed Party agrees and acknowledges, on behalf of itself and its Related Persons (as defined below), that (i) this Limited Guarantee may not be enforced without giving full and absolute effect to the provisions of this Limited Guarantee limiting Guarantor's total liability to the Guaranteed Obligations and (ii) the Guaranteed Party acknowledges and agrees that it will not, directly or indirectly, seek to enforce this Limited Guarantee in violation thereof. The Guaranteed Party hereby, on behalf of itself and its Related Persons, agrees and acknowledges that (A) Guarantor shall in no event be required to pay to any Person or Persons in the aggregate more than the Guaranteed Obligations under, in respect of, or in connection with, this Limited Guarantee, the Merger Agreement, the Equity Commitment Letter or any other document or instrument delivered in connection herewith or therewith, or the transactions contemplated hereby or thereby (or the termination or abandonment thereof) and (B) Guarantor shall have no liability or obligation to any Person under this Limited Guarantee, the Merger Agreement, the Equity Commitment Letter, or any other document or instrument delivered in connection herewith or therewith, or the transactions contemplated hereby or thereby (or the termination or abandonment thereof) or otherwise, other than (x) as expressly set forth herein and solely to the extent thereof and (y) the obligations of the Investor to fund the amounts expressly required to be funded under the Equity Commitment Letter pursuant to the terms and subject to the conditions thereof subject to Section 9 of the Equity Commitment Letter, pursuant to which among other things, the Equity Commitment Letter shall terminate upon the payment by the Investor (as defined in the Equity Commitment Letter) of the Guaranteed Obligations in accordance with the terms thereof. Notwithstanding anything to the contrary contained in this Limited Guarantee, the Merger Agreement, the Equity Commitment Letter, any other Ancillary Document or any other document or instrument delivered in connection herewith or therewith or otherwise, the Guaranteed Party hereby agrees, on behalf of itself and its Related Persons, that to the extent Parent and Merger Sub are relieved of all or any portion of their payment or performance obligations under the Merger Agreement, by satisfaction or waiver thereof or pursuant to any other written agreement with the Guaranteed Party, Guarantor shall be similarly relieved, to such extent, of their respective obligations under this Limited Guarantee. Notwithstanding anything to the contrary contained in this Limited Guarantee, in no event will anything in the Limited Guarantee limit Guarantor's obligations under the Equity Commitment Letter to the Company as a third party beneficiary, solely to the extent expressly provided under the Equity Commitment Letter and solely pursuant to the terms and subject to the conditions thereof.

2. Terms of Limited Guarantee; Recovery Claim.

(a) This Limited Guarantee is a primary and original obligation of Guarantor and is a guarantee of payment and performance (subject to this Limited Guarantee's terms and conditions and the terms and conditions of the Merger Agreement) and not of collection, and the obligations of Guarantor hereunder shall transfer, automatically and without any further action by Guarantor, Parent or Merger Sub, to any assignee of Parent's and Merger Sub's obligations under the Merger Agreement; provided that no such assignment shall relieve Guarantor of any of its obligations hereunder except if and to the extent, if any, that the assignee actually performs such obligations. Subject in all respects to Section 1 of this Limited Guarantee, a separate Proceeding may be brought and prosecuted against Guarantor to enforce this Limited Guarantee. Subject to Section 2(b) below, the Guaranteed Party agrees and acknowledges, on behalf of itself and its Related Persons, that Guarantor may assert, as a defense to, or release or discharge of, any payment or performance by Guarantor hereunder, any claim, set-off, deduction, defense or release that Parent, Merger Sub or Guarantor is entitled to assert against the Guaranteed Party pursuant to and in accordance with the terms of, or with respect to, the Merger Agreement with respect to the Guaranteed Obligations.

(b) The Guarantor agrees and acknowledges that its obligations hereunder shall not be released or discharged in whole or in part, or otherwise affected by:

(i) any change in the corporate existence, structure or ownership of Parent, Merger Sub or Guarantor or any insolvency, bankruptcy, reorganization or other similar proceeding of Parent, Merger Sub or Guarantor or any of its Related Persons or affecting any of their respective assets;

(ii) any change in the time, place or manner of payment of any of the Guaranteed Obligations or any rescission, waiver, compromise, consolidation or other amendment or modification of any of the terms or provisions of the Merger Agreement made in accordance with the terms thereof, except to the extent that there is a defense to the payment of the Guaranteed Obligations under such rescission, waiver, compromise, consolidation or other amendment or modification;

(iii) the existence of any claim, set-off or other right that Guarantor may have at any time against Parent or any of its Related Persons, whether in connection with the Guaranteed Obligations or otherwise;

(iv) the right by statute or otherwise to require the Guaranteed Party to institute suit against Parent or any of its Related Persons or to exercise or exhaust any rights and remedies which the Guaranteed Party has or may have against Parent or any of its Related Persons; or

(v) the failure or delay on the part of the Guaranteed Party to assert any claim or demand or to enforce any right or remedy against Parent or Guarantor.

Notwithstanding the foregoing or anything to the contrary in this Limited Guarantee, Guarantor shall be immediately fully released and discharged hereunder without the need for any further action by any Person if the Guaranteed Obligations are paid by Parent or any other Person; provided, that, in the event that any payment to the Guaranteed Party in respect of the Guaranteed Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable hereunder with respect to the Guaranteed Obligations as if such payment had not been made.

(c) The Guarantor hereby expressly waives any and all rights or defenses arising by reason of any Law which would otherwise require any election of remedies by the Guaranteed Party. The Guarantor waives promptness, diligence, notice of acceptance of this Limited Guarantee and of the Guaranteed Obligations, presentment, demand for payment, notice of nonperformance, default, dishonor and protest, notice of the incurrence of any Guaranteed Obligations and all other notices of any kind (except for notices to be provided to Parent pursuant to the Merger Agreement), all defenses which may be available by virtue of any stay, moratorium law or other similar Law now or hereafter in effect, any right to require the marshaling of assets of Parent or any other Person, and all suretyship defenses generally (in each case, other than (i) defenses to the payment of the Guaranteed Obligations that are available to Parent or Merger Sub under the Merger Agreement or any other Ancillary Document or (ii) payment of the Guaranteed Obligations).

(d) The Guaranteed Party shall not be obligated to file any claim relating to any Guaranteed Obligations in the event that Parent or Merger Sub becomes subject to a bankruptcy, reorganization or similar proceeding. The failure of the Guaranteed Party to so file any claim shall not affect Guarantor's obligations under this Limited Guarantee.

3. Sole Remedy.

(a) The Guaranteed Party acknowledges and agrees, on behalf of itself and its Related Persons, that:

(i) the sole cash asset of Parent is cash in a*de minimis* amount, and that no additional funds are expected to be contributed to Parent unless and until the Closing occurs in accordance with the terms and conditions of the Merger Agreement, and that, without limiting the rights of the Guaranteed Party under this Limited Guarantee, and subject to all of the terms, conditions and limitations herein and therein, other than pursuant to the Equity Commitment Letter the Guaranteed Party shall not have any right to cause any assets to be contributed to Parent by Guarantor, any of Guarantor's Related Persons (as defined below) or any other Person;

(ii) notwithstanding anything that may be expressed or implied in this Limited Guarantee, Guarantor shall not have any liability or obligation to any Person relating to, arising out of or in connection with, this Limited Guarantee, other than as expressly set forth herein, and no Person other than Guarantor shall have any liability or obligation hereunder; and

(iii) notwithstanding that Guarantor is a limited partnership, the Guaranteed Party has no and shall have no right of remedy, recourse or recovery (whether at law or equity or in tort, contract or otherwise) against Guarantor or Guarantor's Related Persons (or any Related Person of such Persons), and no personal liability or obligation whatsoever shall attach to any Guarantor's Related Persons (or any Related Person of such Persons) (including, without limitation, any liabilities or obligations arising under, or in connection with, this Limited Guarantee, or in respect of any oral representations made or alleged to be made in connection herewith, in each case, whether by or through Guarantor, Parent, Merger Sub or any other Person, whether by or through attempted piercing of the corporate, limited liability company or limited partnership veil or similar action, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, by or through a claim (whether at Law or equity or in tort, contract or otherwise) by or on behalf of Parent or Merger Sub against Guarantor or any Related Person of Guarantor (or any Related Person of such Persons), or otherwise, except for (and, in each case, solely to the extent of) its rights against Guarantor expressly provided under this Limited Guarantee pursuant to the terms and subject to the conditions hereof, and in no event shall the Guaranteed Party or any of its Related Persons (or any Related Person of such Persons) seek any damages of any kind or any other recovery, judgment, or remedies of any kind (including any multiple, consequential, indirect, special, statutory, exemplary or punitive damages) in excess of the Guaranteed Obligations against Guarantor or any Related Person of Guarantor (or any Related Person of such Persons) pursuant to the terms and subject to the conditions hereof.

(b) The recourse against Guarantor under this Limited Guarantee shall be the sole and exclusive remedy (whether at Law, in equity, in contract, in tort or otherwise) of the Guaranteed Party and all of its Related Persons against Guarantor and Guarantor's Related Persons (and any Related Person of such Related Persons), and neither Guarantor nor any Guarantor's Related Persons (nor any Related Person of such Persons) will have any other liability or obligation to any Person, in each case, in respect of any breaches, losses, damages, liabilities or obligations arising under, or in connection with, this Limited Guarantee, including in respect of any oral representations made or alleged to be made in connection herewith. The Guaranteed Party hereby unconditionally and irrevocably covenants and agrees that it shall not institute, directly or indirectly, and shall use commercially reasonable efforts to cause its Related Persons (and any Related Person of such Persons) not to institute, directly or indirectly, any proceeding or bring any other claim (whether at Law, in equity, in contract, in tort or otherwise) arising under, or in connection with, this Limited Guarantee, or in respect of any oral representations made or alleged to be made in connection herewith against Guarantor or any Guarantor Related Person (or any Related Person of such Persons), except for claims of the Guaranteed Party against Guarantor solely pursuant to the terms and subject to the conditions of this Limited Guarantee. As used in this Limited Guarantee, the term "Related Person" shall mean, with respect to any Person, any former, current or future direct or indirect equity holder, controlling person, general or limited partner, officer, director, employee, investment professional, manager, stockholder, member, agent, affiliate, assignee, representative or financing source of any of the foregoing; provided, that the definition of "Related Person" shall exclude the undersigned in respect of its express obligations hereunder and Parent and Merger Sub in respect of their respective express obligations under the Merger Agreement.

(c) The Guaranteed Party further unconditionally and irrevocably covenants and agrees that, notwithstanding anything contained herein or otherwise, the Guaranteed Party has no right to recover, and shall not recover, and the Guaranteed Party shall not institute, directly or indirectly, and shall use commercially reasonable efforts to cause its Related Persons (and any Related Person of such Persons) not to institute, directly or indirectly, any Proceeding or bring any other claim in the name of or on behalf of the Guaranteed Party to recover hereunder more than the Guaranteed Obligations in respect of any breaches, losses, damages, liabilities or obligations arising under, or in connection with, this Limited Guarantee or otherwise, and the Guaranteed Party shall promptly return all monies paid to it or its Related Persons hereunder in excess of the Guaranteed Obligations.

(d) Nothing set forth in this Limited Guarantee shall confer or give to any Person other than the Guaranteed Party any rights, remedies or recourse against any Person, including Guarantor and its Related Persons (and any Related Person of such Persons), except as expressly set forth herein. The Guaranteed Party acknowledges and agrees, on behalf of itself and its Related Persons, that Guarantor is agreeing to enter into this Limited Guarantee in reliance on the provisions set forth in this Section 3. This Section 3 shall survive the termination of this Limited Guarantee.

4. Representations and Warranties. Guarantor hereby represents and warrants that:

(a) the execution, delivery and performance of this Limited Guarantee have been duly authorized by all necessary action by Guarantor, and this Limited Guarantee has been duly executed and delivered by Guarantor;

(b) this Limited Guarantee constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms (except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Laws relating to or affecting creditors' rights generally, or by general principles of equity); and

(c) Guarantor has unfunded capital commitments or other financial means at its disposal to enable Guarantor to pay the Guaranteed Obligations when due pursuant to the terms and subject to the conditions of this Limited Guarantee.

5. Termination. This Limited Guarantee shall terminate and be of no further force and effect and Guarantor shall have no further liability or obligation under this Limited Guarantee as of the earliest to occur of: (i) the Closing; (ii) the payment in full of the Guaranteed Obligations; (iii) the valid termination of the Merger Agreement in accordance with its terms in any circumstances other than pursuant to which Parent would be required pursuant to the terms and subject to the conditions of the Merger Agreement to make any payment of any Guaranteed Obligations; (iv) the date that is six months after the termination of the Merger Agreement if the Merger Agreement is terminated in any of the circumstances pursuant to which Parent would be required pursuant to the terms and subject to the conditions of the Merger Agreement to make a payment of any Guaranteed Obligations described in Section 1 if (A) by such date the Guaranteed Party shall have made a claim in writing with respect to such Guaranteed Obligations during such six-month period and (B) the Guaranteed Party shall have commenced a Proceeding during such six-month period in accordance with Section 15 against Guarantor alleging that Parent is liable for such Guaranteed Obligations, in which case, this Limited Guarantee shall survive solely with respect to amounts claimed or alleged to be so owing; provided, that with respect to this clause (iv), Guarantor shall not have any further liability or obligation under this Limited Guarantee from and after the earlier of (x) the entry of a final, non-appealable Order of a court of competent jurisdiction and (y) the execution and delivery of a written agreement between Guarantor, on the one hand, and the Guaranteed Party, on the other hand, and, in either case, the payment by Guarantor to the Guaranteed Party of all amounts payable by Guarantor pursuant to such Order or agreement; and (v) the termination of this Limited Guarantee by mutual written agreement of Guarantor and the Guaranteed Party. Upon any termination of this Limited Guarantee, no Person shall have any rights or claims (whether at Law, in equity, in contract, in tort or otherwise) against Guarantor or its Related Persons (and any Related Person of such Persons) under this Limited Guarantee or in respect of any oral representations made or alleged to be made in connection herewith, whether at Law or equity, in contract, in tort or otherwise, and none of Guarantor or its Related Persons (or any Related Person of such Persons) shall have any further liability or obligation relating to or arising from this Limited Guarantee or in respect of any oral

representations made or alleged to be made in connection herewith, whether at Law or equity, in contract, in tort or otherwise except that Section 3, this Section 5, Section 6, Section 7 and Section 9 through and including Section 16 will survive termination of this Limited Guarantee in accordance with their respective terms and conditions. In the event that the Guaranteed Party or any Person who is acting on behalf of, or at the direction of, the Guaranteed Party asserts in any litigation or any other Proceeding (whether at Law, in equity, in contract, in tort or otherwise) (a) that the provisions of Section 1 hereof limiting Guarantor's aggregate liability to the Guaranteed Obligations or the provisions of Section 3 hereof or the provisions of this Section 5 are illegal, invalid or unenforceable, in whole or in part or (b) any theory of liability against Guarantor or any of its Related Persons (or any Related Person of such Persons) with respect to the transactions contemplated by this Limited Guarantee or in respect of any oral representations made or alleged to be made in connection herewith other than, solely with respect to this clause (b), any claim by the Guaranteed Party against Guarantor in respect of Guarantor's obligation to fund the Guaranteed Obligations in accordance with, and solely to the extent permitted by, this Limited Guarantee, then (x) the obligations of Guarantor under this Limited Guarantee shall immediately terminate without the need for any further action by any Person and shall thereupon be null and void ab initio and of no further force and effect, and (y) if Guarantor has previously made any payments under this Limited Guarantee, Guarantor shall be entitled to recover such payments from the Guaranteed Party.

6. Entire Agreement. This Limited Guarantee, together with the Merger Agreement and Equity Commitment Letter, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede and cancel any and all prior or contemporaneous discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, express or implied, among Parent, Merger Sub and Guarantor or any of its Related Persons (or any Related Person of such Persons), on the one hand, and the Guaranteed Party or any of its Related Persons (or any Related Person of such Persons), on the other hand regarding the subject matter hereof. Except as expressly provided in this Limited Guarantee, no representation or warranty has been made or relied upon by any of the parties to this Limited Guarantee with respect to this Limited Guarantee.

7. Amendments and Waivers. No amendment or waiver of any provision of this Limited Guarantee will be valid and binding unless it is in writing and signed, in the case of an amendment, by Guarantor and the Guaranteed Party or, in the case of a waiver, by the party or each of the parties against whom the waiver is to be effective. No waiver by any party of any breach or violation of, or default under, this Limited Guarantee, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation or default hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power or remedy under this Limited Guarantee will operate as a waiver thereof.

8. Payments. All payments to be made hereunder by Guarantor shall be made in lawful money of the United States of America at the time of payment, and shall be made in immediately available funds.

9. Counterparts; Notices.

(a) Counterparts. This Limited Guarantee agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts (and may be delivered by facsimile transmission or via email as a portable document format), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(b) Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed given (x) when delivered personally by hand (with written confirmation of receipt by other than automatic means, whether electronic or otherwise), (y) when sent by e-mail (with non-automated written confirmation of receipt) or (z) one (1) Business Day following the day sent by an internationally recognized overnight courier (with written confirmation of receipt), in each case, at the following addresses or e-mail addresses (or to such other address or e-mail address as a party may have specified by notice given to the other party pursuant to this provision):

If to Guarantor, to:

Balmoral Special Situations Fund III, L.P.
c/o Balmoral Funds LLC
11150 Santa Monica Blvd., Suite 825
Los Angeles, California 90025
Attention: David Shainberg
Email: dshainberg@balmoralfunds.com
with a copy (which shall not constitute actual or constructive notice) to:

Blank Rome LLP
One Logan Square
Philadelphia, Pennsylvania 19103
Attention: Kipp B. Cohen
Email: Kipp.Cohen@BlankRome.com

If to the Guaranteed Party, to:

Trecora Resources
1650 Hwy 6 South, Suite 190
Sugar Land, Texas 77478
Attention: Michael W. Silberman
Email: msilberman@trecora.com

with a copy (which shall not constitute actual or constructive notice) to:

Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, Pennsylvania 19103
Attention: Benjamin R. Wills
Email: benjamin.wills@morganlewiscom

10. No Assignment. This Limited Guarantee and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Limited Guarantee nor any of the rights, interests or obligations hereunder may be assigned or delegated by either Guarantor or the Guaranteed Party to any other Person without the prior written consent of the Guaranteed Party (in the case of an assignment by any Guarantor) or Guarantor (in the case of an assignment by the Guaranteed Party) and any purported assignment without such consent shall be null and void and of no force and effect, except that if any portion of any Guarantor's commitment under the Equity Commitment Letter is assigned in accordance with the terms thereof, then a corresponding portion of the Guaranteed Obligations hereunder may be assigned to the same assignee, but no such assignment shall relieve the Guarantor of any of its obligations hereunder except if and to the extent, if any, that the assignee actually performs such obligations.

11. No Third-Party Beneficiaries. This Limited Guarantee is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, except that each Related Person of Guarantor (and any Related Person of such Persons) shall be considered a third party beneficiary of the provisions of Section 3 and Section 5 hereof.

12. Interpretation. The headings and titles contained in this Limited Guarantee are for convenience purposes only and will not in any way affect the meaning or interpretation hereof. The parties have participated jointly in negotiating and drafting this Limited Guarantee. If an ambiguity or a question of intent or interpretation arises, this Limited Guarantee shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Limited Guarantee.

13. Confidentiality. This Limited Guarantee is being provided to the Guaranteed Party solely in connection with the Merger Agreement and the transactions contemplated thereby. The Guaranteed Party shall keep strictly confidential this Limited Guarantee and will use such information solely in connection with the transactions contemplated hereby. This Limited Guarantee may not be used, circulated, quoted or otherwise referred to in any document, except with the prior written consent of Guarantor, if required by applicable Law or by any Order or by a recognized stock exchange, governmental department or agency or other supervisory or regulated body, or in connection with court or other Proceedings to enforce the terms and conditions of this Limited Guarantee.

14. Severability. Any term or provision of this Limited Guarantee that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction; provided, however, that this Limited Guarantee may not be enforced without giving full and absolute effect to the limitation of the amount payable by Guarantor hereunder to the Guaranteed Obligations and to the provisions of Section 3 hereof.

15. Governing Law; Forum.

(a) This Limited Guarantee and all claims or causes of action (whether at Law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this Limited Guarantee or the negotiation, execution or performance hereof shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state.

(b) To the fullest extent permitted by applicable Law, each of the parties irrevocably (i) consents to submit itself, and hereby submits itself, to the personal jurisdiction of the Court of Chancery of the State of Delaware, or solely in the case that the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court located in the State of Delaware, in the event any dispute arises out of this Limited Guarantee or any of the transactions contemplated by this Limited Guarantee, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion, as a defense, or other request for leave from any such court, and agrees not to plead or claim (or counterclaim) any objection to the laying of venue in any such court or that any Proceeding in any such court has been brought in an inconvenient forum, (iii) agrees that it will not bring any action relating to this Limited Guarantee or any of the transactions contemplated by this Limited Guarantee in any court other than the Court of Chancery of the State of Delaware, or solely in the case that the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court located in the State of Delaware, (iv) agrees not to assert that it and its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), (v) agrees that this Limited Guarantee, and the subject matter hereof, may be enforced in or by such courts and (vi) consents to service of process being made through the notice procedures set forth in Section 9(b); provided, that (A) nothing herein shall affect the right of any party to serve legal process in any other manner permitted by Law and (B) each such party's consent to jurisdiction and service contained in this Section 15 is solely for the purpose referred to in this Section 15 and shall not be deemed to be a general submission to said courts or in the State of Delaware other than for such purpose.

16. Waiver of Trial by Jury. EACH OF THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS LIMITED GUARANTEE OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM INVOLVING ANY FINANCING SOURCE).

17. Enforcement Costs. The Guarantor will pay to Guaranteed Party on demand all reasonable out-of-pocket costs and expenses (including attorneys' reasonable fees and expenses) incurred by Seller in connection with the enforcement of any of its rights under this Limited Guarantee, all of which collectively are referred to herein as "Enforcement Costs").

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Limited Guarantee as of the date first set forth above.

GUARANTOR

Balmoral Special Situations Fund III, L.P.
By: Balmoral Management III, L.P, its
General Partner

By: Balmoral Funds LLC, its General Partner

By: /s/ Jonathan A. Victor
Name: Jonathan A. Victor
Title: Authorized Person

GUARANTEED PARTY:
TRECORA RESOURCES

By: /s/ Patrick D. Quarles
Name: Patrick D. Quarles
Title: Chief Executive Officer

Signature Page to Limited Guarantee

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement"), dated as of December 16, 2021, is entered into by and between**Trecora Resources**, on behalf of itself and its subsidiaries (collectively, "Company"), with an office located at 1650 Hwy 6 S, Suite 190, Sugar Land, Texas 77478, U.S.A., and Balmoral Funds LLC ("Interested Party"), with an office located at 11150 Santa Monica Blvd #825 Los Angeles, CA. Each of the parties to this Agreement may be referred to individually as a "Party," and collectively as the "Parties."

Terms and Conditions

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, each Party hereby agrees to the following:

1. **Access to Confidential Information**: From time to time (including prior to the date of this Agreement), Company and/or its Representatives (as defined below) may disclose and/or provide to Interested Party and/or its Representatives certain information (whether in written, oral or electronic form) deemed by such Company to be confidential and/or valuable (collectively, the "Confidential Information"), for the purpose of enabling the evaluation and discussion by Company and Interested Party of a possible negotiated acquisition of some or all of Company's stock, assets, business, or operations (the "Potential Transaction"). For purposes of this Agreement, "Confidential Information" shall include (a) all notes, analyses, compilations, studies or other documents prepared by Interested Party and/or any of its Representatives that contain or reflect or are based upon, in whole or in part, the information (whether in written, oral or electronic form) furnished to Interested Party and/or any of its Representatives pursuant to this Agreement, and (b) all information about the Potential Transaction, including (i) any terms and conditions (including price) relating to the Potential Transaction, (ii) the subject matter or terms of this Agreement, (iii) the fact that any Confidential Information was or is being exchanged between Company and Interested Party, and/or (iv) the fact that any discussions are taking or have taken place with respect to the Potential Transaction or the status thereof. All Confidential Information disclosed by or on behalf of Company to Interested Party and/or its Representatives shall remain the sole property of Company, and no license to use the Confidential Information or any other intellectual property right is granted under this Agreement. Company may designate Confidential Information which is of a competitively sensitive nature as "Highly Confidential".

2. **Non-Disclosure and Restricted Use of Confidential Information**: Interested Party shall: (a) not disclose the Confidential Information to any third-party except for disclosures to certain of its Representatives as may be permitted below, (b) limit the use by Interested Party and its Representatives of the Confidential Information solely for the evaluation of the Potential Transaction, and shall not permit any other use of the Confidential Information, and (c) limit Interested Party's dissemination of the Confidential Information to only Interested Party's subsidiaries, controlled affiliates, officers, directors and employees and, separately, Interested Party may disclose Confidential Information with its legal counsel, industry consultants, accountants, financial advisors, and solely to the extent permitted by Section 7, debt financing sources (collectively, "Representatives") whose responsibilities and/or duties justify a substantial need for access to such Confidential Information in order for Interested Party to evaluate the Potential Transaction; provided that prior to such dissemination, each such Representative is advised about Interested Party's obligations arising under this Agreement, is informed of this agreement and agrees with Interested Party to comply with the terms of this Agreement that are applicable to Representatives.

3. **Destruction and/or Return of Confidential Information**: In the event that any of the Parties decides not to proceed with further discussions and negotiations regarding the Potential Transaction, then such Party shall promptly (and in any event within two (2) business days) advise the other Party of that decision. In such case, or upon the written request of Company at any time, Interested Party shall (and shall

cause its Representatives to), cease all use of the Confidential Information, and, at Interested Party's option, destroy or return all documents containing any Confidential Information and to erase any Confidential Information from any computer or other digital device on which it is held, and Interested Party shall promptly provide Company a written confirmation that Interested Party and its Representatives have ceased to use and destroyed and/or returned (as applicable) all documents containing any Confidential Information and/or erased any Confidential Information from any computer or other digital device on which it is held. Notwithstanding the destruction or return of the Confidential Information, Interested Party and its Representatives shall continue to be bound by this Agreement. Notwithstanding anything in this Agreement to the contrary, Interested Party and its Representatives may retain copies of the Confidential Information solely in order to comply with applicable law, regulation, or with bona-fide security or disaster recovery archival procedures (in which case Interested Party shall allow access to such Confidential Information only to such Representatives of Interested Party whose responsibilities and/or duties relate to such archival procedures).

4. **Applicability of Obligations**: The obligations arising under this Agreement shall apply equally to and be binding upon Interested Party and all of its Representatives and Interested Party shall be responsible for any breach of this Agreement by any such Representative (it being understood that such responsibility shall be in addition to and not by way of limitation of any right or remedy Company may have against any such Representative with respect to such breach). In the event that Interested Party becomes aware of any unauthorized disclosure or use of any Confidential Information or other breach of this Agreement, then Interested Party shall immediately notify Company of the particulars thereof.

5. **Exceptions**: The obligations arising under this Agreement shall not apply to any portion of the Confidential Information which: (a) was known to Interested Party on a non-confidential basis prior to its receipt (directly or indirectly) from Company as demonstrated by Interested Party's written records; provided that the source of such information is not known after due inquiry to Interested Party or any of its Representatives to be bound by a confidentiality agreement with Company or any of its Representatives, or is otherwise not known after due inquiry to Interested Party or any of its Representatives to be under an obligation to Company or any of its Representative not to disclose such information to Interested Party, (b) was published or generally available to and known by the public prior to its receipt, or thereafter becomes published or generally available to and known by the public through no fault of Interested Party or any of its Representatives and not as a result of a disclosure in breach of this Agreement, or (c) has been independently developed by an employee, consultant or agent of Interested Party without access or reference to (or use of) any Confidential Information. Notwithstanding the foregoing, Interested Party shall be permitted to disclose Confidential Information to the extent required by any law, regulation, or legal, regulatory, or judicial process or proceeding or by the rules of any recognized stock exchange (other than requirements triggered by the voluntary behavior of Interested Party), provided, however, that in such case, Interested Party shall be permitted to disclose only that portion of the Confidential Information necessary to legally comply with such compelled disclosure; and provided further that Interested Party shall provide prompt written notice to Company, which to the extent legally permissible shall be prior to disclosing any Confidential Information, and Interested Party shall reasonably cooperate with any attempt by Company (at Company's sole cost and expense) to protect against any such disclosure, including the obtaining of a protective order or the confidential treatment of such Confidential Information.

6. **Term of Agreement**: All Confidential Information disclosed by Company to Interested Party prior to and for a period of two (2) years after the date of this Agreement (the "Disclosure Period") shall be subject to the terms of this Agreement, and the obligations and restrictions arising under this Agreement with respect to such Confidential Information shall continue in effect for a period of five (5) years from the expiration of the Disclosure Period.

7. **Non-Participation**: Interested Party hereby represents and warrants that it is not acting as a broker for or Representative of any other person in connection with a potential transaction with Company, and is considering the Potential Transaction only for its own account and hereby agrees not to discuss with or offer to any third-party an equity participation in the Potential Transaction or any other form of joint acquisition by Interested Party and such third-party without the prior written consent of Company (in its sole and absolute discretion). Furthermore, Interested Party shall not enter into any agreement, arrangement or any other understanding, whether written or oral, with any potential debt financing source that may reasonably be expected to limit, restrict, restrain, or otherwise impair in any manner, directly or indirectly, the ability of such debt financing source to provide debt financing or other assistance to any other Party in any other possible transaction involving Company. Notwithstanding anything to the contrary contained herein, without the prior written consent of Company, neither Interested Party nor any of its Representatives will disclose any Confidential Information to any actual or potential third-party sources of financing (debt, equity, or otherwise), other than bona fide third-party institutional lenders who are or may be engaged to provide debt financing to Interested Party and who have been disclosed in writing to Company.

8. **Non-Solicitation**: For a period of one (1) year from the date of this Agreement, Interested Party shall not, without Company's prior written consent, directly or indirectly solicit for employment, hire, and/or employ any officer or management-level employee of Company or any of its subsidiaries with whom it came in contact or became aware of as a result of the Potential Transaction and related diligence process; provided that Interested Party is not prohibited from hiring any employee who responds to any advertisement or general solicitation that is not specifically directed toward employees of Company and has not otherwise been solicited by or on behalf of Interested Party. In addition, Interested Party shall not, without Company's prior written consent, directly or indirectly make or have any contact in connection with the Potential Transaction, with any person who is currently a customer, contractor or sub-contractor of, or supplier to, Company; provided that Interested Party may contact its existing customers, contractors and suppliers in the ordinary course of its existing business so long as Interested Party does not disclose any Confidential Information to or in connection with such contact.

9. **Standstill**: For a period of one (1) years from the date of this Agreement (the "Standstill Period"), Interested Party shall not, nor shall any of its affiliates or subsidiaries or any of its Representatives acting on its behalf, directly or indirectly, without the prior written approval of Company:

(a) make any statement or proposal to the board of directors of Company, any of the Company Representatives or any of Company's stockholders regarding, or effect or seek, offer or propose to effect, or announce any intention to effect or cause or participate in or in any way assist, facilitate or encourage any other person to effect or seek, offer or propose to effect or participate in (including, for the avoidance of doubt, indirectly by means of communication with the press or media) (i) any acquisition of, or any tender or exchange offer for, voting securities of Company (or beneficial ownership thereof), or rights or options to acquire voting securities (or beneficial ownership thereof) of Company, or any material portion of the assets, indebtedness or businesses of Company or any of its subsidiaries, or (ii) any consolidation, business combination, acquisition, merger or similar business combination involving Company, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to Company, (iv) any "solicitation" of "proxies" (as such terms are used in the rules of the Securities and Exchange Commission) to vote any voting securities of Company or consents to any action from any holder of any voting securities of Company or seek to advise or influence any person with respect to the voting of or the granting of any consent with respect to any voting securities of Company, or (v) any proposal, arrangement, or other statement that is inconsistent with the terms of this Agreement, including this Section 9;

(b) form, join or in any way participate in a "group" (as defined under the Securities Exchange Act of 1934, as amended) in connection with the voting securities of Company;

(c) otherwise act, alone or in concert with others, to seek to control or influence the management, board of directors or policies of Company or to obtain representation on the board of directors of Company;

(d) make any public announcement with respect to the restrictions of this paragraph; and/or

(e) advise, assist or encourage, or direct any person to advise, assist or encourage any other persons, in connection with any of the foregoing.

In addition, Interested Party agrees that, during the Standstill Period, it shall not (i) request that Company, directly or indirectly, amend or waive any provisions of this Section 9 (including this paragraph), or (ii) take any action that might require Company to make a public announcement with respect to matters referred to in this Section 9.

Notwithstanding the foregoing provisions of this Section 9, the Standstill Period shall expire and the restrictions set forth in this Section 9 shall terminate and be of no further force and effect if: (i) Company enters into a definitive agreement with respect to a transaction involving the acquisition of more than 50% of Company's voting securities or all or substantially all of the Company's assets (whether by merger, consolidation, business combination, tender or exchange offer, recapitalization, restructuring, sale, equity issuance, or otherwise), or (ii) any person or "group" (as defined under the Securities Exchange Act of 1934, as amended) publicly announces or commences a tender or exchange offer to acquire more than 50% of Company's voting securities.

10. **Legal Counsel**: Interested Party hereby acknowledges that Morgan Lewis & Bockius LLP and Vinson & Elkins LLP ("Legal Counsel") each represents Company and, if for any reason Legal Counsel's representing Company in negotiations with Interested Party would create a conflict of interest (because of either Legal Counsel's representation of Interested Party in other unrelated matters or otherwise), Interested Party hereby waives any such conflict and agrees that Legal Counsel may represent Company in connection with the Potential Transaction, this Agreement, and the transactions contemplated thereby and hereby.

11. **Future Inquiries and Communication**:

(a) All inquiries and other communications regarding the Potential Transaction shall be made directly to Guggenheim Partners or other individuals expressly designated to Interested Party by Company ("Company Designated Representatives") and only those specific officers, employees and/or representatives of Company that are identified by Company and/or the Company Designated Representatives in writing, and Interested Party shall not directly or indirectly contact or communicate with any other officers, employees and/or representatives of Company concerning the Potential Transaction, without the prior express written consent of Company or the Company Designated Representatives.

(b) All inquiries and other communications regarding the Proposed Transaction shall be made directly to individuals expressly designated to Company by Interested Party ("Interested Party Designated Representatives") and only those specific officers, employees and/or representatives of Interested Party that are identified by Company and/or Interested Party Designated Representatives in writing, and Company shall not directly or indirectly contact or communicate with any other officers, employees and/or representatives of Interested Party concerning the Proposed Transaction, without the prior express written consent of Interested Party or Interested Party Designated Representatives.

12. **Nature of Relationship**: Nothing contained in this Agreement shall be construed or interpreted as requiring any of the Parties to: (a) enter into any further agreement regarding the Confidential Information or the Potential Transaction, or (b) provide or update any Confidential Information. Interested Party acknowledges and agrees that: (i) Company has not, as of the date of this Agreement, authorized or made any decision to definitively pursue any Potential Transaction, (ii) Company and any of its Representatives shall be free to conduct the process for the Potential Transaction as they in their sole discretion shall determine (including terminating discussions at any time, negotiating with any prospective counterparty and entering into a definitive agreement without prior notice to Interested Party or to any other

person), and (iii) any procedures relating to such Potential Transaction may be changed at any time without notice to Interested Party or any other person. Each Party acknowledges and agrees that until a definitive agreement regarding the Potential Transaction has been negotiated and executed by the Parties, each Party and its Representatives are under no legal obligation, and shall have no liability to the other of any nature whatsoever, with respect to the Potential Transaction, and except as expressly provided in this Agreement and as may be provided for in such definitive agreement, Interested Party shall have no claims whatsoever against Company, any of its Representatives, or any of the respective officers, directors, employees, agents or controlling persons of Company or such Representatives arising out of or relating to the Confidential Information and/or the Potential Transaction.

13. **No Representations or Warranties**: Neither Company nor any of its Representatives and none of the respective officers, directors, employees, agents or controlling persons of such party or such Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Confidential Information or other information provided to Interested Party, and neither Company nor any of its Representatives shall have any liability to Interested Party or any of its Representatives relating to or arising from its or their use of any Confidential Information or for any errors therein or omissions therefrom, other than as may be set forth in a definitive agreement. It is understood that the scope of any representations and warranties to be given by any of the Parties shall be negotiated along with other terms and conditions in arriving at a mutually acceptable form of definitive agreement should discussions between the parties progress to such a point.

14. **Enforcement**: Without prejudice to the rights and remedies otherwise available to Company, Interested Party acknowledges and agrees that: (a) Company would be irreparably injured by a breach of this Agreement by Interested Party or any of its Representatives, (b) money damages would not be a sufficient remedy for an actual or threatened breach of this Agreement due to the difficulty of ascertaining the amount of damages suffered by Company in the event of a breach of this Agreement and (c) Company shall be entitled to seek equitable relief by way of injunction or otherwise if Interested Party or any of its Representatives breaches or threatens to breach any of the provisions of this Agreement without proof of actual damages. Interested Party further acknowledges and agrees to waive any requirement for security or posting of any bond in connection with any such equitable remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by Interested Party or any of its Representatives but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that either Party has breached this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for its legal fees and expenses incurred in connection with such litigation, including any appeals therefrom.

15. **Securities:** Interested Party represents and warrants that it is aware that Company is a reporting company under the Securities Exchange Act of 1934, as amended, and its equity securities are traded on the New York Stock Exchange. Interested Party hereby acknowledges and agrees that it is aware, and that it shall advise its Representatives who are informed as to the matters which are the subject of this Agreement, that the United States securities laws prohibit any person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Interested Party acknowledges and agrees that it shall not trade in the securities of Company until such time as Interested Party may do so under the applicable securities laws.

16. **Privilege**: The Parties share a common legal and commercial interest in the Confidential Information which is intended to remain subject to all applicable privileges, including attorney–client privilege, anticipation of litigation privilege and work product privilege. No waiver of privilege is implied by the disclosure of Confidential Information to any person pursuant to this Agreement.

17. **Controlling Terms**. The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database, or similar repository of Confidential Information to which Interested Party or any of its Representatives is granted access in connection with the evaluation, negotiation, or consummation of the Potential Transaction, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, "clicking" on an "I Agree" icon, or other indication of assent to such additional confidentiality conditions, it being understood and agreed that the confidentiality obligations with respect to Confidential Information are exclusively governed by this Agreement and may not be restricted except by a written agreement that is hereafter executed by each of the parties hereto.

18. **Governing Law**: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to its otherwise applicable conflicts of laws rules.

19. **Governing Jurisdiction**: Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Delaware or the United States of America located in Delaware for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and each Party acknowledges and agrees not to commence any action, suit or proceeding relating thereto except in such courts, and further acknowledges and agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's address set forth above shall be effective service of process for any action, suit or proceeding brought against such Party in any such court). Each Party hereby waives any and all rights such Party may have to a trial by jury in connection with any actions, suits or proceedings arising from this Agreement.

20. **Governing Language**: In the event a translation of this Agreement into any other language be required or desired for any reason, then the text in the original English language shall govern in all matters involving the interpretation of this Agreement.

21. **Non-Waiver**: No failure or delay by any of the Parties in exercising any right, power or privilege under this Agreement shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise of such right, power or privilege or the exercise of any right, power or privilege hereunder.

22. **Severability**: The provisions of this Agreement are to be deemed severable and the invalidity, illegality or unenforceability of one or more of such provisions shall not affect the validity, legality or enforceability of the remaining provisions.

23. **Assignment**: Any assignment of this Agreement by Interested Party without Company's prior written consent shall be null and void. The terms, conditions and covenants of this Agreement shall be binding upon Interested Party, and each of its respective successors, and is for the benefit of Company and its successors and assigns.

24. **Entire Agreement and Amendment**: This Agreement constitutes the entire agreement of the Parties and supersedes any prior or contemporaneous written or oral agreements between the parties regarding the subject matter contained in this Agreement, and this Agreement may only be modified by a written document signed by each Party.

25. **Execution by Counterparts and Facsimile**: This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by electronic mail in portable document format (.pdf) shall also bind each Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound, hereby executes this Agreement on the date first above written.

Trecora Resources

By: /s/ Patrick D. Quarles
Patrick D. Quarles
President and Chief Executive Officer

Balmoral Funds LLC

By: /s/ [illegible]
Name:
Title:

[SIGNATURE PAGE TO CONFIDENTIALITY AGREEMENT]

Exhibit 107

FILING FEE TABLE

SCHEDULE TO

TRECORA RESOURCES

(Name of Subject Company (Issuer))

BALMORAL SWAN MERGER SUB, INC.

(Offeror)

A wholly owned subsidiary of

BALMORAL SWAN PARENT, INC.

(Parent of Offeror)

Table 1 – Transaction Value

	Transaction Valuation(1)	Fee rate	Amount of Filing Fee(2)
Fees to Be Paid	$233,049,519	0.0000927	$21,604
Fees Previously Paid	$0.00		$0.00
Total Transaction Valuation	$233,049,519		
Total Fees Due for Filing			$21,604
Total Fees Previously Paid			$0.00
Total Fee Offsets			$0.00
Net Fee Due			$21,604

(1) Estimated for purposes of calculating the amount of the filing fee only. The transaction valuation was calculated by multiplying (a) 23,756,322 (the "Shares"), of Trecora Resources, a Delaware corporation ("Trecora"), issued and outstanding (including for this purpose vested restricted stock units, vested performance stock units and shares underlying in-the-money stock options) by (b) the offer price of $9.81 per Share. The foregoing share figures have been provided by Trecora and are as of May 11, 2022, the most recent practicable date.

(2) The amount of the filing fee was calculated in accordance with Rule 0-11 of the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory #1 for fiscal year 2022 beginning on October 1, 2021, issued August 23, 2021, of $92.70 per million dollars by multiplying the transaction value by 0.0000927.