

**VOLUNTARY CLEANUP CONTRACT
18-5852-RP**

**IN THE MATTER OF
BLALOCK TEXTILE MILLS SITE, LAURENS COUNTY
and
GREENWOOD MILLS, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Greenwood Mills, Inc., pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Blalock Textile Mills Site ("Site"). The facility property is located in Laurens County at 117 Joanna Street, Joanna, South Carolina ("Property"). The Property includes approximately 12 acres and is bounded generally by railroad tracks to the northeast, West Calhoun Street to the northwest, North Ellis Street to the southwest and Milton Road to the southeast. The Property is the northern portion of the parcel identified by the County of Laurens as Tax Map Serial Number 903-03-01-018 (and specifically does not include the southernmost part of this parcel that is located south of Milton Road). A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

A. "Greenwood Mills" shall mean Greenwood Mills, Inc. Greenwood Mills is a South Carolina corporation with its principal place of business located at 1800 Calhoun Road, Greenwood, South

SIGNATURE David W. W.

Carolina, 29646.9 *WFW*

- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which was subject to ownership, prospective ownership, or possessory or contractual interest of Greenwood Mills.

David Wilkin

- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Upon information and belief, in or around 1872, James Blalock developed an oil mill and a cotton mill/gin at the Property and operated both mills as Goldville Manufacturing. Later, upon information and belief, the oil mill was called Blalock Oil Mill; while, the cotton mill was called Goldville Ginnery and later still Banna Cotton Mills.
- B. Thereafter, upon information and belief, the corporation was taken over by Palmetto National Bank of Columbia (Palmetto), and Palmetto leased the Property to prospectors from Greenville. Upon information and belief, in 1906, these prospectors purchased the facility and operated as Banna Manufacturing Company.

- C. In 1924, Hartshorn Interests of New York acquired Banna Manufacturing Company and renamed the mill, Joanna Manufacturing Company.
- D. Upon information and belief, in 1937, Joanna Manufacturing Company was purchased by Western Shade Cloth Company, a South Carolina corporation (which may have operated as Joanna Textile Mills Company, Inc.).
- E. Upon information and belief, on or around March 31, 1947, Joanna Textile Mills Co, Inc., a South Carolina corporation, was succeeded by Joanna Cotton Mills Company.
- F. Upon information and belief, around 1951, Joanna Cotton Mills Company was acquired by Joanna-Western Mills Company, which operated as Joanna Textile Mills, Inc. Upon information and belief, its parent company was Joanna-Western Mills of Chicago.
- G. In or about 1965, Greenwood Mills acquired the Property and operated as a textile manufacturing facility until the mid to late 1980s. The facility was reopened in or about 1994 and operated by an affiliated company, Greenwood Cotton Insulation Products, Inc., a South Carolina corporation (GCIPI). GCIPI produced non-woven cotton insulation and ceased operations at the Site on or about October 7, 1998.
- H. As part of a 1987 pre-buy assessment conducted by Law Engineering on behalf of Greenwood Mills, releases of petroleum products were discovered in the soil and the groundwater. The source of the petroleum products releases was an underground storage tank located on the south side of the Property. The petroleum tank release was handled by the Department's Underground Storage Tank Program and was closed out in 1997.
- I. In 1998, another pre-buy assessment was performed on behalf of a prospective purchaser. Groundwater samples were collected and analyzed for Volatile Organic Compounds (VOCs) and Semi-Volatile

Organic Compounds (SVOCs). Groundwater contamination was discovered. This sampling event detected benzene, 1,1,1-trichloroethane (1,1,1-TCA), perchloroethene (PCE), 1,1-dichloroethylene (1,1-DCE), 1,2-dichloroethylene (1,2-DCE), 1,2-dichloroethane (1,2-DCA), and methylene chloride; and all exceeded their respective United States Environmental Protection Agency's (EPA's) Maximum Contaminant Levels (MCLs). In a letter to Wade Harter (Greenwood Mills) dated March 25, 1999, the Department acknowledged that the source of the contamination was a former above-ground storage tank. Greenwood Mills continued assessing this release in 1999.

- J. In January of 2000, Greenwood Mills submitted a Mixing Zone Application. The Department denied the request citing the need for further assessment.
- K. On June 27, 2000, Carter Investments, LLC (Carter), a South Carolina limited liability company, acquired the Property from Greenwood Mills.
- L. On November 1, 2001, Perkins Enterprises, LLC, a South Carolina limited liability company (Perkins), acquired the Property from Carter through its liquidating agent as well as through the personal representative of the Estate of George W. Tolleson, Jr. Perkins operated its Joanna Hardwoods Division at the Property. Perkins operated as a saw and planing mill. Perkins demolished the Property's most northern mill structure and the debris was buried on the Property. On March 31, 2005, Perkins Enterprises, LLC converted to a corporation, and on July 27, 2012, was dissolved.
- M. Greenwood Mills continued assessment and semi-annual monitoring until 2004 when it proposed Monitored Natural Attenuation to the Department. In June of 2004, the Department suggested that alternative methods of corrective action be considered to reduce long-term monitoring of the Site. Annual monitoring was

- recommended in the meantime.
- N. Annual monitoring was performed until 2007 when the Department requested a source investigation and assessment of the deeper aquifer to confirm that the plume was not migrating off the Property. In 2008, Greenwood Mills installed temporary monitoring wells. Three monitoring wells (MW-1Z, MW-2Z and MW-3Z) that were damaged during the previous demolition were properly abandoned in 2009. A shallow permanent well (MW-5) was installed downgradient in the northwest area of the Property. Subsurface soil-samples were also collected from the MW-1 source area at this time and analyzed for VOCs. The results were non-detect for VOCs. The Department acknowledges that the western and southwestern extent of the plume had been delineated. The Department requested further delineation of the plume to complete the monitoring network.
- O. In 2010, Greenwood Mills performed additional assessment and installed additional temporary wells in the north-northeast direction from the known source area. Annual monitoring of the existing wells continues to this day.
- P. In 2012, the Department advised that additional delineation of the plume was warranted in the north/northeast direction of the former above-storage tank.
- Q. On June 30, 2014, the Department invited Greenwood Mills to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality cleanup at the Site. After meeting with the Department about this matter, on August 13, 2014, Greenwood Mills informed the Department that it was willing to entertain negotiation of a Contract. Negotiations between the parties began in January of 2016. Greenwood Mills agrees to provide the necessary information and/or additional investigation if so requested by the Department in order to obtain a CERCLA-quality Response Action.
- R. As of June 30, 2017, the Department has incurred approximately nine

David Wilkin

thousand, nineteen dollars and seventy-seven cents (\$9,019.77) in Past Costs (Past Costs) at the Site. The Department is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change, and/or update this Past Costs figure.

RESPONSE ACTIONS

3. Greenwood Mills agrees to submit to the Department for review and written approval within sixty (60) days of the execution date of this Contract a Remedial Investigation (RI) Work Plan (Work Plan) for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department: provided, however, that upon written notice to DHEC, implementation of the Work Plan may be delayed until current demolition activities on the Site are completed. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Greenwood Mills' contact person for matters relating to this Contract. Greenwood Mills will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Greenwood Mills in writing of any deficiencies in the Work Plan, and Greenwood Mills will respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Identify and assess any data gaps in previous assessments and investigations at the Site to identify the source(s), nature, and extent of the Contamination, including but not limited to the following: the installation and sampling of an additional down gradient deep well; a side gradient well located northeast of previously existing wells MW-1Z, 2Z and 3Z; a deep well located at MW-1 and 1A for vertical extent determination; metals analysis in the groundwater; and limited

David Webb

- surficial soil sampling for SVOCs and Target Analyte List (TAL) metals.
- B. Submit to the Department an RI Report and, if determined necessary by the Department, to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment in accordance with the schedule in the approved RI Work Plan. The RI Report shall include a summary of previous assessments and investigations and a proposed groundwater monitoring schedule. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Greenwood Mills, and Greenwood Mills shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Greenwood Mills a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Greenwood Mills shall submit a revised report addressing the Department's comments.
- C. Within sixty (60) days of the Department's acknowledgement that the field investigation in subsection (A) above and approval of the RI Report required in subsection (B) above is complete, Greenwood Mills will submit to the Department a comprehensive Groundwater Monitoring Plan. Upon approval of the Groundwater Monitoring Plan, Greenwood Mills will conduct groundwater monitoring in compliance with the Monitoring Plan.
- D. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

4. Greenwood Mills shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Greenwood Mills.

5. Greenwood Mills shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Greenwood Mills pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and quarterly thereafter, Greenwood Mills shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

SIGNATURE David Walker

The Department: Addie S. Walker
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
Email: walkersa@dhec.sc.gov

Greenwood Mills: William B. Watkins
Greenwood Mills, Inc.
PO Box 1546
Greenwood, SC 29648
Email: WWatkins@GreenwoodCR.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Greenwood Mills will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. Greenwood Mills shall, within thirty (30) days of the execution date of this Contract, pay to the Department by check the sum of nine thousand, nineteen dollars and seventy-seven cents (\$9,019.77) to reimburse estimated Past Costs incurred by the Department through June 30, 2017 relating to the Site. Greenwood Mills' payment for Past Costs should be submitted to:

The Department: Linda Jackson
SC Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, Greenwood Mills shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under

SIGNATURE David Watkins

this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Greenwood Mills: William B. Watkins
Greenwood Mills, Inc.
PO Box 1546
Greenwood, SC 29648
Email: WWatkins@GreenwoodCR.com

All of Greenwood Mills' payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Greenwood Mills will advise the current Property owner that a copy of this Contract shall be provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Greenwood Mills is unable to obtain access from the Property owner, the Department

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may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Greenwood Mills. Greenwood Mills, a previous owner of the Site, has no current ownership interest in the Site and thus cannot grant access to the Site or agree to execute a restrictive covenant as to the Site. The current owner of the Property, identified as, Perkins Enterprises, LLC (Perkins), is a party to an Access Agreement between Perkins and Greenwood Mills which will obligate the parties as described therein. The Access Agreement is attached as Appendix B.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Greenwood Mills has completed the response actions required under this Contract, a covenant placing necessary and appropriate restrictions on use of the Property shall be executed and recorded. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of Greenwood Mills and the current owner of the Property and witnessed, signed, and sealed by a notary public. Greenwood Mills or the current owner of the Property shall file this restrictive covenant with the Register of Deeds in Laurens County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Greenwood Mills and the current owner of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. The current owner of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, Greenwood Mills, its signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to the Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to the Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, Greenwood Mills may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the *South Carolina State Register*.

13. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to the Contract and who is not a signatory's parent, subsidiary, successor or assign.

14. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Greenwood Mills for any matters not

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SIGNATURE

David Wilkin

expressly addressed by and settled through this Contract.

16. Upon successful completion of the terms of this Contract, Greenwood Mills shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Greenwood Mills has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give Greenwood Mills a Certificate of Completion that provides a covenant not to sue to Greenwood Mills, its signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Greenwood Mills successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Greenwood Mills, its signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. Greenwood Mills and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Greenwood Mills elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Greenwood Mills, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Greenwood Mills' or its parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or
- G. Failure by Greenwood Mills to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of the Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by Greenwood Mills or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE David Watkins

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY: Daphne G. Neel
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

DATE: 1/5/18

Clair H.P.
Reviewed by Office of General Counsel

DATE: 1/2/2018

GREENWOOD MILLS, INC.

William B. Watkins
Signature

DATE: 10-25-2017

William B. Watkins, Vice President
Printed Name and Title

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

David Wilkin

APPENDIX A

Legal Description of the Property

County of Laurens

Northern Portion of
Tax Map Serial Number 903-03-01-018

A portion of that certain piece, parcel or tract of land being shown and designated as Tract A on plat of survey prepared by Gooch & Associates, PA, Surveyors, dated April 29, 2000 and recorded in Plat Book A-306 at page 2 in the Office of the Clerk of Court for Laurens County and located north of Milton Road. According to said plat, Tract A contains 17.23 acres, and fronts along Railroad Street for a distance of 956.21 feet and is bounded as follows: On the North by the center line of Calhoun Street; on the West by the center line of Ellis Street; on the South by the center line of Milton Street; and on the East by Railroad Street. The portion of Tract A which is located north of Milton Road contains approximately 12 acres.

This is a portion of the property conveyed to Perkins Enterprises, LLC by deed of Carter Investments, LLC, recorded November 14, 2001 in the Office of the Clerk of Court for Laurens County in Deed Book 593 at page 144.

SIGNATURE David Wilkins

APPENDIX B

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement"), made and entered into this 14th day of September, 2017 by and between Perkins Enterprises, LLC ("Property Owner") and Greenwood Mills, Inc. ("GMI"), regarding access to property located at 117 Joanna Street, Joanna, South Carolina, and identified as a portion of Laurens County Tax Map No. 903-03-01-018 and more particularly described in Exhibit A attached hereto ("Property"). GMI has performed assessment and remediation to address soil and groundwater contamination discovered on the Property in 1987 ("Contamination"). The South Carolina Department of Health and Environmental Control ("DHEC") is requiring GMI to perform future work deemed necessary to address the Contamination under the oversight of DHEC pursuant to a Voluntary Cleanup Contract ("VCC"). The VCC requires GMI to enter into an agreement with the Property Owner to grant GMI access to the Property. Property Owner agrees to grant GMI access to the Property for the following purposes and under the following terms:

1. Property Owner agrees to allow GMI, its agents, consultants, and contractors (collectively, the "Permittees") to have access to the Property for the purpose of undertaking the work to address the Contamination as required by DHEC under the VCC ("Authorized Work"). The Permittees shall provide the Property Owner with not less than three (3) days notice prior to entering the Property to perform the Authorized Work.

2. Said access shall be undertaken in such a manner so as to not unreasonably interfere with Property Owner's operations and business activities on the Property.

3. The Permittees shall be deemed the generator of any investigation-derived or other waste generated during the performance of the Authorized Work and shall remove any such waste generated at the end of each day during which Permittee accesses the Property to perform the Authorized Work.

4. Prior to entering the Property, GMI or its contractor will provide the Property Owner with a certificate of insurance evidencing general liability insurance in an amount of not less than one million (\$1,000,000) per occurrence.

5. Upon the completion of the Authorized Work, the Permittees agree to leave the Property and/or restore the property in a substantially similar condition as it existed upon entry, normal wear and tear excepted.

6. If required by DHEC pursuant to the terms of the VCC, the Property Owner will enter into and record a declaration of covenants and restrictions regarding future use of the groundwater at the Property.

The parties have caused this Agreement to be executed and effective as of the last date set forth below.

Perkins Enterprises, LLC

By: Julia Perkins Bissetta

Name: Julia Perkins Bissetta

Its: Owner/Manager

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

David Watkins

Access Agreement, Page 2 of 2

Date: 9-14-2017

Greenwood Mills, Inc.

By: William B. Watkins

Name: William B. Watkins

Its: Vice President

Date: 10-12-2017