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AND CORRECT COPY

SIGNATURE David Walker

**VOLUNTARY CLEANUP CONTRACT
15-6316-RP**

**104 S HUDSON STREET SITE, GREENVILLE COUNTY
and
ASTERISK LAND PARTNERS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Asterisk Land Partners, LLC, 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 104 S Hudson Street Site ("Site"). The Asterisk Land Partners, LLC property is located at 104 South Hudson Street, Greenville, South Carolina ("Property"). The Property includes approximately 1.48 acres and is bounded generally by Oscar Street on the north; Nassau Street on the west; South Hudson Street on the east; and Meadow Street on the south. The Property is identified by the County of Greenville as Tax Map Serial Number 0052000500100; and 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 in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "Asterisk" shall mean Asterisk Land Partners, LLC. Asterisk is a Limited Liability Company with its principal place of business located at 9 Norman Place, Greenville, SC, 29615
- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- C. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-

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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, Section 101, 42 U.S.C. Section 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.

- D. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- E. "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.
- F. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601(14).
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Asterisk.
- 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. At the request of Asterisk, S&ME, Inc. performed a Phase I Environmental Site Assessment (ESA) on the Property. According to the *S&ME Report of Phase I Environmental Site Assessment*, dated September 18, 2014, the following recognized environmental conditions (REC) and other information were noted for the Property:
 - i. The Property was developed as a manufacturing company/machine shop from at least 1935 through 1997. Assessment previously performed on the Property by S&ME in 2004 identified chlorinated solvents in the groundwater in at least one location on the Site.
 - ii. In 1997, AAA Environmental (AAA) conducted a Phase I Environmental Site Assessment of the portions of the Property located at 104 and 106 South Hudson Street. AAA identified an abandoned UST (reported to have

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contained fuel for a former boiler at this area of the Property) in the parking lot of the 104 South Hudson Street location. Additionally, AAA noted the presence of several drums labeled as containing soluble oil and mineral spirits and the presence of lubricating oil spills in a building at the 104 South Hudson location.

- iii. Due to the chemicals typically used (i.e. chlorinated solvents, petroleum products, etc.), the historical use of the Property as a manufacturing/machine shop for at least sixty years is considered to be a REC.

RESPONSE ACTIONS

3. Asterisk agrees to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a 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. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Asterisk's contact person for matters relating to this Contract. Asterisk will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Asterisk in writing of any deficiencies in the Work Plan, and Asterisk 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. Conduct a Remedial Investigation (RI) to determine the source, nature, and extent of Contamination at the Site, to include the RECs identified in Paragraph 2.



- B. Submit to the Department an RI Report (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 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 Asterisk, and Asterisk 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 Asterisk a letter indicating that revision of the report is necessary. Within thirty-(30)-days of receipt of such letter from the Department, Asterisk shall submit a revised report addressing the Department's comments.
- C. If determined necessary by the Department, conduct a Feasibility Study other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.
4. Asterisk 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 Asterisk.
5. Asterisk 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 Asterisk pursuant to this Contract.



6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Asterisk 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) or nationally recognized overnight delivery service company, or (D) by 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:

The Department: Keisha Long
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
longkd@dhec.sc.gov

Asterisk: Robert J. Barreto
Asterisk Land Partners, LLC
9 Norman Place
Greenville, SC 29615
bbarreto@gbsbuilding.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. Asterisk will reimburse the Department's cost associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

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

Asterisk: Robert J. Barreto
Asterisk Land Partners, LLC
9 Norman Place
Greenville, SC 29615

All of Asterisk's 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). Asterisk and subsequent owners of the Property shall ensure that a copy of this Contract is 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 Asterisk is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Asterisk.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Asterisk has completed the actions required under this Contract, Asterisk shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Asterisk and witnessed, signed, and sealed by a notary public. Asterisk shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Greenville 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 Asterisk or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Asterisk or subsequent owners 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. 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.

13. Subject to Paragraph 15, 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.

14. Subject to the provisions of Paragraph 15, 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 Asterisk for any matters not expressly included in this Contract.

15. Upon successful completion of the terms of this Contract, Asterisk shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Asterisk 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 Asterisk a Certificate of Completion that provides a covenant not to sue to Asterisk, its signatories, parents, successors, and subsidiaries, 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 is contingent upon the Department's determination that Asterisk successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Asterisk its signatories,

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parents, successors, and subsidiaries 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.

16. Asterisk 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 Asterisk 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.

17. 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 Asterisk its parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Asterisk's or its parents, successors, assigns, and subsidiaries 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 Asterisk to obtain the applicable permits from the Department for any Response Action or other activities undertaken at

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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: 2/5/15

Clair H. Price
Reviewed by Office of General Counsel

DATE: 2/3/15

ASTERISK LAND PARTNERS, LLC

[Signature]
Signature

DATE: 1/27/15

ROBERT J. MALINDO, MEMBER
Printed Name and Title

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE _____

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APPENDIX A

Legal Description of the Property

County of Greenville

Tax Map Serial Number 0052000500100

ALL that piece, parcel, or tract of land situate, lying, and being on the northwestern side of South Hudson Street and on the southern side of Oscar Street and on the northeastern side of Meadow Street in the City of Greenville, Greenville County, South Carolina, being shown on a plat entitled "Property of Francesco Panebianco" made by R. B. Bruce dated January 26, 1981, and having according to said plat, the following metes and bounds, to wit: BEGINNING at a point at the northwestern corner of the intersection of South Hudson Street and Meadow Street and running thence along the northeastern side of Meadow Street, N 57-00 W 302.6 feet to a point at the joint corner of the within described property and property now or formerly belonging to McConnell; thence along the McConnell line, N 34-12 E 113.6 feet to a point; thence N 41-01 W 15.6 feet to a point on the southwestern side of Oscar Street; thence along the southwestern side of the intersection of Oscar Street and South Hudson Street; thence along the western side of South Hudson Street, S 22-31 W 228.8 feet to a point, the point of beginning.