



Catherine E. Heigel, Director

Promoting and protecting the health of the public and the environment

July 5, 2016

CERTIFIED MAIL – 9214 8969 0099 9790 1405 2635 92
Return Receipt Requested

John Gorski
Ascend Performance Materials Operations, LLC
1515 Highway 246 South
Greenwood, SC 29646

**Re: Responsible Party Voluntary Cleanup Contract;
Ascend/Solutia/Monsanto Site;
Greenwood County.**

Dear Mr. Gorski:

Please find enclosed a Certified as True and Correct Copy of Responsible Party Voluntary Cleanup Contract 16-4830-RP which was executed by the Department on June 30, 2016.

Per Paragraph 10, Ascend Performance Materials Operations, LLC must pay to the Department by certified or cashier's check, the sum of \$6,542.76 to reimburse past costs incurred by the Department. Payment for past costs shall be paid by August 2, 2016, and submitted to:

David Wilkie
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

Thank you for your patience and cooperation in this matter. The Department looks forward to working with Ascend Performance Operations, LLC to address this Site under the South Carolina Voluntary Cleanup Program. Should you wish to further discuss the terms of the contract, please telephone either Gary Stewart at (803) 898-0778, or me at (803) 898-0882.

Yours very truly,
David Wilkie

David Wilkie, Environmental Health Manager
Division of Site Assessment, Remediation & Revitalization
Bureau of Land and Waste Management

Enclosure

cc: Ken Taylor, L&WM
Gary Stewart, L&WM
Natalie Kirkpatrick, Director, Upstate Region
Addie Walker/Pat Vincent/Shawn Reed/Karen Clymer/Linda Jackson, L&WM
BLWM File 50583

David Wilkin

VOLUNTARY CLEANUP CONTRACT
16-4830-RP
IN THE MATTER OF
ASCEND/SOLUTIA/MONSANTO SITE, GREENWOOD COUNTY
and
ASCEND PERFORMANCE MATERIALS OPERATIONS, LLC

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Ascend Performance Materials Operations, LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 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 Ascend/Solutia/Monsanto Site ("Site"). The Ascend Performance Materials Operations, LLC property is located at 1515 Hwy 246 South, Greenwood, South Carolina ("Property"). The Property includes approximately 406.8 acres and is bounded generally by Hwy 246 on the south; Pulliam Hill and Calhoun Roads on the east; CSX railroad on the west; and agricultural land beyond the CSX railroad and Pulliam Hill Road on the north. The Property is identified by County of Greenwood as Tax Map Serial Numbers 6887-203-437, 6887-158-470, 6887-275-615, and 6887-183-460; 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. "Ascend" shall mean Ascend Performance Materials Operations, LLC. Ascend is a Delaware Limited Liability Company authorized to do business in South Carolina with its principal place of business

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located at 1515 Hwy 246 South, Greenwood, South Carolina.

- 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, Section 101, 42 U.S.C. Section 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 (i) through (vi) of Paragraph (D) of CERCLA § 101, 42 U.S.C. §§ 9601, as amended, 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 is subject to ownership, prospective ownership, or possessory or contractual

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interest of Ascend.

- 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. "The 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. The Property was the location of several manufacturing operations beginning in September 1960 under the owner/operator Monsanto Chemical Company (MCC). In 1997, MCC created Solutia Inc. (Solutia) as a spin-off company, which owned/operated the Property for a number of years until it sold its nylon business to Ascend in June 2009. Currently Ascend owns and operates the Property.
 - i. The Property has three primary manufacturing operations, including Bulk Continuous Filament (BCF), Industrial Fibers, and Polymer Flake. The Property consists of North and South manufacturing plants, a warehouse, parking areas, a

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former Burn Pit (BP), and Construction Debris Storage site (i.e., CDS). A railroad spur runs between the North and South manufacturing plants.

- ii. Volatile Organic Compounds (VOCs) have historically been detected in groundwater in the BP and CDS areas. These areas are being remediated via groundwater extraction systems.
- iii. Historical Property water level data and potentiometric surface maps indicate that groundwater in the BP area flows north northwest towards North Creek, while flow in the CDS area is generally to the east toward South Creek. Groundwater flow is locally influenced by the effects of pumping at extraction wells. Water levels in Property observation wells vary seasonally, but appear to be fairly consistent between events and do not appear to result in significant changes in groundwater flow rate and direction over time.
- iv. The BP area is located west of the main warehouse between the manufacturing plant buildings and North Creek. MCC conducted a Voluntary Environmental Assessment in 1984 which included the installation of seven (7) monitoring wells (OW-4D, OW-5S, OW-24S, OW-25S, OW-26S, OW-27D, and OW-28D) to evaluate groundwater chemistry. VOCs were detected in groundwater during initial and subsequent investigations and in surface water samples from North Creek in 1991. The concentrations of trichloroethene and 1,2-dichloroethene in downstream surface water samples from North Creek collected in June 1991 were 19.1 micrograms per liter (ug/L) and 16.9 ug/L, respectively. As part of the evaluation to address water quality concerns, a work plan was prepared and submitted to the Department for

approval. In accordance with the approved work plan, Geraghty & Miller, Inc. performed an investigation in 1992, which involved installation of four piezometers (PZ-4S, PZ-29S, PZ-30S, and PZ-31S) and aquifer testing. Based on this investigation, a groundwater recovery system consisting of two extraction wells (EW-04D [previously OW-4D] and EW-32S) was installed to provide hydraulic control of impacted groundwater.

- v. Currently, groundwater at the BP area is extracted at two wells. Groundwater monitoring is conducted at six BP observation wells and four piezometers. Water level measurements and samples are routinely collected from the two active extraction wells.
- vi. Surface water monitoring in the BP area is performed at upstream and downstream locations of North Creek and in a nearby pond (Duck Pond) located approximately 1/4 mile downstream of the downstream North Creek sampling location.
- vii. The CDS area is located northeast of the manufacturing and warehouse facilities near where South Creek flows into North Creek. The CDS area was formerly used for debris storage in the late 1950s and 1960s. As part of the Voluntary Environmental Assessment conducted in 1984, MCC installed eleven (11) monitoring wells (OW-1, OW-2D, OW-13D, OW-16, OW-17, OW-21, OW-15, OW-13S, OW-18, OW-11, and OW-19). After discovering the presence of VOCs in groundwater down gradient of the CDS area, a Groundwater Quality Assessment Report was submitted to the Department and a Remedial Action Plan was implemented, which included the following: (1) the depth and extent of on-site debris was determined by advancing

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- trenches and borings, (2) soil analytical samples were collected, (3) intact drums encountered were recovered, (4) contaminated soils were excavated and relocated within the CDS area to above the highest groundwater levels, (5) the entire CDS area was capped with a low permeability clay, and (6) three (3) groundwater extraction wells were installed to remove VOCs (EW-1, EW-2, and EW-4). These interim remediation steps were approved by the Department in December 1984 and implemented between 1984 and 1986. Groundwater sampled in 1987 from extraction well EW-1 had total VOCs exceeding 15,000 ug/L.
- viii. In 1987, MCC significantly modified the wastewater treatment facility to treat groundwater from the extraction system.
- ix. In 1988, the extraction wells were re-evaluated to address observed reductions in groundwater extraction efficiency. Aquifer tests were performed to determine the proposed locations for new extraction wells. Extraction wells EW-1A and EW-3A were installed to replace existing extraction wells EW-1 and EW-4. Following installation, additional aquifer tests were performed and adequate capture of impacted groundwater was demonstrated.
- x. In December 2003, Solutia replaced EW-1A with extraction well EW-1B following a reduction in groundwater extraction efficiency from EW-1A.
- xi. Currently, groundwater at the CDS area is extracted at three (3) wells (EW-1B, EW-2, and EW-3A) which are replacements for the original extraction wells. Groundwater monitoring is conducted at six (6) CDS observation wells (OW-1, OW-2D, OW-13D, OW-16, OW-17, and OW-21). Water level measurements and samples are routinely

- collected from the three extraction wells.
- xii. Surface water monitoring in the CDS area is performed at upstream and downstream locations of South Creek, located east of the CDS area.
 - xiii. The groundwater recovery system consists of extraction wells, appurtenances, submersible pumps, conveyance pipelines, and controls. Groundwater extracted from the wells in the BP area and the CDS area is conveyed through underground piping to the facility wastewater system prior to discharge to the Greenwood Metropolitan Sewer District Publicly Owned Treatment Works (POTW) under an Industrial User Permit.
 - xiv. In the BP area there were eight (8) VOCs detected in BP groundwater samples during 2012, including 1,1,1-trichloroethane (1,1,1-TCA); 1,1,2-trichloroethane (1,1,2-TCA); 1,1-dichloroethane (1,1-DCA); 1,1-dichloroethene (1,1-DCE); chloroform; cis-1,2-dichloroethene, (cis-1,2-DCE); tetrachloroethene (PCE); and trichloroethene (TCE). The total VOC data indicate that concentrations at the BP area have generally decreased since system start-up. No parameters were detected in any of the surface water samples collected at the BP area.
 - xv. Seven (7) VOCs were detected in CDS groundwater samples during 2012, including 1,1,1-TCA; 1,1-DCA; 1,1-DCE; carbon tetrachloride; chloroform; cis-1,2-DCE; and TCE. Of the surface water samples collected at the CDS, 1,1-DCE was detected in the downstream South Creek sample in March 2012, and 1,1-DCA and 1,1-DCE were detected in the downstream South Creek sample in September 2012. VOCs were not detected in the South Creek upstream sample location during either 2012 semi-

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annual monitoring event. The total VOC data indicate that concentrations at the CDS generally remain stable or decreased over time since system start-up.

xvi. To provide hydraulic containment of impacted groundwater at the Property, Ascend operated five (5) groundwater extraction wells, two (2) in the vicinity of the BP area, and three (3) at the CDS area. Potentiometric maps of the BP and CDS areas show that localized drawdown occurs around extraction wells indicating that the groundwater extraction system provides some hydraulic capture at these locations. Groundwater monitoring results show that concentrations in most of the observation wells at the BP and CDS areas have remained stable or decreased over the past few years with the exception of results from two (2) monitoring locations. This indicates that the remediation system is providing some hydraulic capture at the Site. The effectiveness of the extraction system is further demonstrated by the non-detect to low-level detection measured in surface water samples, which are consistently lower than surface water detections measured in previous years. However, contaminant levels remain in the parts per million range in some areas of the groundwater plumes.

xvii. At the request of the Department, Ascend submitted a Historical Summary Report dated December 18, 2014. The purpose of this report was to identify all areas of concern located at the site and to determine whether all areas had been adequately assessed.

B. As a mechanism for continuing the work being done by Ascend, the Department invited Ascend to enter the Department's Voluntary Cleanup Program (VCP) in order to reach a CERCLA-quality Response Action at the Site and on June 25, 2012, Ascend notified

the Department of its intent to participate in the VCP.

- C. Ascend 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 in accordance with provisions of CERCLA Section 104, 42 U.S.C. Section 9604.

RESPONSE ACTIONS

3. Ascend agrees to submit to the Department for review and written approval within forty-five (45) days of the execution date of this Contract a Work Plan for the Site, to assess the previously identified data gaps and source areas associated with the BP, CDS, and the waste pond area identified in the Summary Report, 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 parties to this Contract acknowledge that a substantial amount of investigation work and remediation work has been performed at this Site over the past 30 years. This past work may wholly or substantially satisfy some of the requirements for the Work Plan. Therefore, it is agreed that any response actions that have been completed and that meet the conditions of the Contract, as determined by the Department, shall be deemed to satisfy the applicable elements of the Work Plan provided for in this Paragraph 3. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Ascend's contact person for matters relating to this Contract. Ascend will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Ascend in writing of any deficiencies in the Work Plan, and Ascend will respond in writing within forty-five (45) days to the Department's comments. 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,

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nature, and extent of Contamination at the Site being caused by the BP, CDS, and old waste pond.

- 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 completeness 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 Ascend, and Ascend 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 Ascend a letter indicating that revision of the report is necessary. Within forty-five (45) days of receipt of such letter from the Department, Ascend shall submit a revised report addressing the Department's comments.

4. Ascend 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 for information purposes only to the Department. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Ascend.

5. Ascend agrees to submit to the Department for review and written approval within forty-five (45) days of the approval of the Remedial Investigation Report, a Focused Feasibility Study (FFS) Work Plan to evaluate remedial alternatives for the groundwater contamination at the BP and CDS plumes. The FFS Work Plan should be consistent with the technical intent of the National Contingency Plan. The Department will review the FFS Work Plan and will notify Ascend in writing of any deficiencies in the Work Plan. Ascend will respond to the Department's comments in writing within forty-

within (45) days of receipt. The FFS 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 an FFS to evaluate remedial alternatives for the groundwater contamination in the BP and CDS areas.
- B. Submit a FFS Report to the Department. The Department shall review the FFS Report to determine if the report is acceptable. If the Department determines that the report is not acceptable, it will send Ascend a letter indicating revision of the Report is necessary. Within forty-five (45) days of receipt of such letter from the Department, Ascend shall submit a revised report addressing the Department's comments.
- C. Implement the remedial alternative selected by the Department during the FFS process (after discussions with Ascend and consideration of Ascend's recommendations) to address contamination in the BP and CDS areas.

6. Ascend 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 Ascend pursuant to this Contract.

7. Within sixty (60) days of the execution date of this Contract and quarterly thereafter, Ascend 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; pursuant to this Contract; and (D) a description of any environmental problems experienced with regard to performance under this Contract

during the previous reporting period and the actions taken to resolve them. Upon mutual agreement between the Department and Ascend, the frequency of reporting may be modified in the future.

8. 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 sent by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, or (C) 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: Addie Walker
South Carolina Department of Health and Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
walkeras@dhec.sc.gov

Ascend: John Gorski
Ascend Performance Materials Operations, LLC
1515 Highway 246 South
Greenwood, SC 29646
(864) 942-4200
JGorsk@ascendmaterials.com

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

PUBLIC PARTICIPATION

9. 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. Ascend will pay costs of response associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for



public meetings, etc.).

COSTS OF RESPONSE

10. Ascend shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of six thousand five hundred forty-two dollars and seventy-six cents (\$6,542.76) to reimburse estimated past costs of response incurred by the Department through June 30, 2015 ("Past Costs") relating to the Site. Ascend's payment for Past Costs should be submitted to:

The Department: John K. Cresswell
 South Carolina Department of Health & Environmental Control
 Bureau of Land and Waste Management
 2600 Bull Street
 Columbia, SC 29201

In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, Ascend 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 receipt of the Department's invoice. 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:

Ascend: Accounts Payable
 Ascend Performance Materials Operations, LLC
 1515 Highway 246 South
 Greenwood, SC 29646

All of Ascend'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

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If complete payment of the past costs of response 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

11. 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). All of the Department's costs associated with access and said Response Actions will be reimbursed by Ascend. Ascend and subsequent owners of the Property shall make reasonable efforts to 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 Ascend is unable to obtain access from the Property owner, the Department may obtain access and perform response activities.

RESTRICTIVE COVENANT

12. If hazardous substances in excess of residential standards exist at the Property after Ascend has completed the actions required under this Contract, Ascend 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 Ascend and witnessed, signed, and sealed by a notary public. Ascend shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Greenwood 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 Ascend or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Ascend 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

14. Upon execution of this Contract by the Department, Ascend, 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, Ascend 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*.

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, 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 and assign.

16. Subject to Paragraph 18, 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.

17. Subject to Paragraph 18, 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 Ascend for any matters not expressly addressed by and settled through this Contract.

18. Upon successful completion of the terms of this, Ascend shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Ascend has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), shall issue Ascend a Certificate of Completion that provides a covenant not to sue to Ascend, 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 Ascend successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Ascend 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.

19. Upon termination of the Contract under Paragraph 20 or 21 the covenant not to sue and administrative settlement for purposes of contribution protection shall be null

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and void. Termination of the Contract by Ascend 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. Ascend 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 Ascend or subsequent owners of the Property 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.

21. 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 10 above;
- D. Additional Contamination or releases or consequences at the Site caused by Ascend 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 Ascend's or its parents', subsidiaries', successors' and assigns' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
or
- G. Failure by Ascend to obtain the applicable permits from the Department for any Response Actions or other activities

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE

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undertaken at the Property.

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

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

BY: Daphne G. Neel DATE: 6/30/16
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

Clair Worick DATE: 6/29/16
Reviewed by Office of General Counsel

ASCEND PERFORMANCE MATERIALS OPERATIONS, LLC

Hal McCard DATE: 4/22/16
Signature

Hal McCard Site Director
Printed Name and Title

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APPENDIX A

Legal Description of the Property

County of Greenwood
Tax Map Serial Numbers
6887-203-437, 6887-158-470, 6887-275-615, and 6887-183-460

The following parcels comprise the Ascend Performance Materials' (Ascend) property located in Greenwood, Greenwood County, South Carolina:

- 1. 6887-203-437:** This parcel consists of 118.86 acres and is improved by paved roads and parking areas, Ascend's main manufacturing buildings, and landscaped areas. It is bounded to the north and west by wooded land within Parcel 6887-275-615, to the south by Hwy 246 S, and the east by wooded land.
- 2. 6887-275-615:** This parcel consists of 287.496 acres of mostly unimproved, wooded land, with unpaved access roads and contains the construction debris site and burn pit. It is bounded to the north by wooded land and North Creek, to the west by a rail line, to the east by Pulliam Hill Road and to the south by Hwy 246 S and Ascend manufacturing buildings within Parcel 6887-203-437.
- 3. 6887-158-470:** This 0.36 acre parcel lies within Parcel 6887-203-437 and consists of a manufacturing building and a concrete loading dock.
- 4. 6887- 183-460:** This 0.09 acre parcel lies within Parcel 6887-203-437 and consists of a manufacturing building and surrounding paved grounds.

(See Property diagram on next page)

SIGNATURE

