

**VOLUNTARY CLEANUP CONTRACT  
25-8876-RP**

**IN THE MATTER OF  
BONDEX SITE, EDGEFIELD COUNTY  
and  
BONDEX, INC.**

This Contract is entered into by the South Carolina Department of Environmental Services and Bondex, 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 Bondex Site ("Site"). The Bondex property is located at 2 Maxwell Drive, Trenton, South Carolina ("Property"). The Property includes approximately 14.9 acres and is bounded generally by Brighthop Road to the south, Maxwell Drive to the north, undeveloped land to the west, and Edgefield Road to the east. The Property is identified by the County of Edgefield as Tax Map Serial Numbers 144-00-00-071-000 and 144-00-00-078-000. 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. "Bondex" shall mean Bondex, Inc. Bondex is a South Carolina Corporation with its principal place of business located at 2 Maxwell Drive, Trenton, SC 29847.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup

Contract.

- D. "SCDES" shall mean the South Carolina Department of Environmental Services 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 is subject to ownership, prospective ownership, or possessory or contractual interest of Bondex.
- 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 SCDES, the following findings are asserted for purposes of this Contract:

- A. Property Ownership Information:

**Tax Map Serial Number 144-00-00-071-000**

Old McDonalds Farm, Inc.	Unknown – 11/14/96
Bondex, Inc.	11/14/96 – Present

**Tax Map Serial Number 144-00-00-078-000**

Mike Woosley	Unknown – 3/23/05
Bondex, Inc.	3/23/05 – Present

- B. The Property is developed with four (4) connected buildings which include a thermal bond nonwoven line, carding and hydroentangling line, Bruckner tetrafram, two carding and needlepunch lines, wide needle loom, and other fabric finishing and quality inspection technologies. The buildings are also developed with offices, a maintenance shop and associated septic system, a chiller system, a compressor area, an oil water separator, a hydro room, and a sanitary sewer lift system. The remainder of the Property is developed with a stormwater retention pond, parking areas, and

outdoor material storage.

- C. On the Property, Bondex manufactures thermal bond nonwovens which are used in printer cartridges and window blinds, needle felt which is used in industrial applications such as air pollution control filtration, and felt for industrial laundry machines.
- D. Based on a review of data submitted to SCDES, analysis of soil and groundwater found elevated concentrations in both media. Arsenic, thallium, and perfluorooctanoic acid (PFOA) exceeded EPA Regional Screening Levels (RSLs) for industrial soil. In groundwater, various metals exceeded RSLs for tap water. Thallium exceeded its EPA Maximum Contaminant Level (MCL) of 2.0 parts per billion (ppb) and was detected at 7 ppb in sample BX-TW-02. Additionally, analysis of the facility's potable water supply identified perfluorooctane sulfonate (PFOS) at a concentration of 2.34 parts per trillion (ppt), demonstrating the presence of PFAS in the incoming municipal water, independent of manufacturing operations conducted at the site.
- E. Analysis for per-and-polyfluoroalkyl substances (PFAS) in groundwater found PFOA elevated above the MCL of 4 parts per trillion (ppt) in four groundwater samples, with a high of 27 ppt.

### **RESPONSE ACTIONS**

3. Bondex agrees to submit to SCDES 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 SCDES. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by SCDES, and Bondex's contact person for matters relating to this Contract. Bondex will notify SCDES in writing of changes in the contractor or laboratory. SCDES will review the Work Plan and will notify Bondex in writing of any deficiencies in the Work Plan, and Bondex will respond in writing to SCDES'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 an Environmental Assessment to determine the source, nature, and extent of Contamination at the Site.
- B. Submit to SCDES an Assessment 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 Work Plan. SCDES shall review the report for determination of completion of the Assessment Report and sufficiency of the documentation. If SCDES determines that the field investigation is not complete, it will send written notification of such to Bondex, and Bondex shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If SCDES determines that the field investigation is complete but the report is incomplete, SCDES shall send Bondex a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from SCDES, Bondex shall submit a revised report addressing SCDES's comments.
- C. If determined necessary by SCDES, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.

4. Bondex 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 SCDES for information purposes only. SCDES expressly disclaims any liability that may result from

implementation of the Health and Safety Plan by Bondex.

5. Bondex shall inform SCDES in writing at least three (3) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by SCDES, shall allow SCDES and its authorized representatives to take duplicates of any samples collected by Bondex pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, during the time in which this Contract is in effect, Bondex shall submit to SCDES 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 by either party to the other shall be in writing and deemed sufficiently given if delivered by (A) email, (B) regular U.S. mail, (C) certified or registered mail, postage prepaid, return receipt requested, (D) nationally recognized overnight delivery service company, or (E) 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:

SCDES:                   Greg Cassidy  
                              South Carolina Department of Environmental Services  
                              Bureau of Land and Waste Management  
                              2600 Bull Street  
                              Columbia, South Carolina 29201  
                              Greg.cassidy@des.sc.gov

Bondex, Inc.:            Brian Little  
                                 2 Maxwell Drive  
                                 Trenton, SC 29847

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 by Bondex, SCDES will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Bondex will reimburse SCDES's costs associated with necessary public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

### **RESPONSE COSTS**

9.     In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, Bondex shall, on a quarterly basis, reimburse SCDES 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 SCDES's invoice date. SCDES 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:

Bondex, Inc.:            Brian Little  
                                 2 Maxwell Drive, Trenton, SC 29847  
                                 brianl@bondexinc.com

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

**The South Carolina Department of Environmental Services**

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

**ACCESS**

10. SCDES, 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 SCDES (or as allowed by applicable law). Bondex 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 Bondex is unable to obtain access from the Property owner, SCDES may obtain access and perform Response Actions. All of SCDES's costs associated with access and said Response Actions will be reimbursed by Bondex.

**RESTRICTIVE COVENANT**

11. If hazardous substances in excess of residential standards exist at the Property after Bondex has completed the actions required under this Contract, Bondex shall enter and file a restrictive covenant. Upon SCDES's approval of the items outlined therein, the restrictive covenant shall be signed by SCDES and representatives of Bondex and witnessed, signed, and sealed by a notary public. Bondex shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Edgefield County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by SCDES until the restrictive covenant, if required, is

executed and recorded. With the approval of SCDES, 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. SCDES may require Bondex or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Bondex or subsequent owners of the Property shall file an annual report with SCDES by May 31<sup>st</sup> 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 SCDES.

### **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 SCDES may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor, or assign.

13. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to limit the right of SCDES 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 SCDES 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 SCDES may have against Bondex for any matters not expressly addressed by and settled through this Contract.

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

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

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

16. Bondex and SCDES 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 Bondex elect to terminate, it must submit to SCDES all data generated pursuant to this Contract, and certify to SCDES'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. SCDES 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 Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Bondex, its parents, subsidiaries, successors, and assigns;
- E. Providing SCDES with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Bondex's 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 Bondex to obtain the applicable permits from SCDES for any Response Action or other activities undertaken at the Property.

18. Upon termination of this Contract, the covenant not to sue will be null and void. Termination of this Contract by Bondex or SCDES does not end the obligations of Bondex to reimburse Oversight Costs already incurred by SCDES and payment of such costs shall become immediately due.

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

THE SOUTH CAROLINA DEPARTMENT OF ENVIRONMENTAL SERVICES

BY: Julie E. Blalock  
Julie Blalock, Chief  
Bureau of Land and Waste Management  
S.C. Department of Environmental Services

DATE: 3/5/26

Karen Patricia  
Reviewed by Office of General Counsel

DATE: 3/5/26

BONDEX, INC.

Brian Little  
Signature

DATE: 2/25/2026

BRIAN LITTLE, PRESIDENT  
Printed Name and Title

## APPENDIX A

### Legal Description of the Property

County of Edgefield

Tax Map Serial Numbers 144-00-00-071-000 and 144-00-00-078-000

All that piece, parcel or tract of land with any improvements thereon, situate, lying and being in Edgefield County, South Carolina containing 7.17 acres as shown on a plat prepared for Bondex, Inc. By C. Ashley Abel, RLS, dated March 10, 2005 recorded herewith in the Edgefield County Clerk/Register of Deeds Office in Record Book 977, page 251.

All that piece, parcel, or tract of land, with all improvements thereon, situate, lying and being in the County of Edgefield, State of South Carolina, containing 8.0 acres, more or less, as will more fully appear by reference to a plat thereof, prepared by C. Ashley Abel, RLS, dated September 12, 1996 and recorded in the Office of the Clerk of Court for Edgefield County in Record Book 529, at page 178. Said plat is incorporated in and made a part and parcel of this description by reference thereto. Said property is bounded generally in accordance with said plat as follows: on the NORTHEAST by Menardi-Creswell; on the SOUTHEAST by U.S. Highway 25 (a/k/a U.S. Highway 121); on the SOUTHWEST and NORTHWEST by lands of Barton Partnership.