

**VOLUNTARY CLEANUP CONTRACT
12-6101-NRP**

**IN THE MATTER OF
BAGNAL BUILDERS SITE
RICHLAND COUNTY
and
AA PROPERTIES-EDISTO, LLC
and
ASSOCIATED ASPHALT COLUMBIA, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and AA Properties-Edisto, LLC and Associated Asphalt Columbia, LLC, with respect to the Bagnal Builders Property located at 901, 903, 911, and 919 South Edisto Avenue in Columbia, South Carolina 29205. The Property includes approximately 8.6 acres and comprises parcels identified by Tax Map Serial Numbers R11211-06-17, R11211-06-18, R11211-06-19, and R11211-06-20. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of May 29, 2012, and any amendments thereto, by AA Properties-Edisto, LLC and Associated Asphalt, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et. seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. .§ 48-1-10, et. seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.
 - A. "AA Properties & Associated Asphalt" means AA Properties-Edisto, LLC, and Associated Asphalt Columbia, LLC. Both parties are Virginia LLCs qualified to do business in South Carolina. Associated Asphalt Partners, LLC is the sole member of both LLCs and is a subsidiary of Road Holdings, LLC, a Delaware LLC, with an ultimate parent, GSCP IV Fund Entities. AA Properties-Edisto, LLC is entering this contract as a prospective purchaser. Associated Asphalt Columbia, LLC is entering this contract as a prospective tenant.
 - B. "Beneficiaries" means AA Properties & Associated Asphalt's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site
 - C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
 - D. "Contract" means this Voluntary Cleanup Contract.

- E. "Department" means 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. "Existing Contamination" shall mean any Contamination present on, or under, the Property as of the date AA Properties-Edisto, LLC acquires the property.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of AA Properties & Associated Asphalt or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment, with the exception of materials managed or regulated under another authority.
- I. "Site" means all areas where a 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 section 101 (28).
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

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

A. Owners and Operators: The owners and operators of the Property include the following:

901 South Edisto Avenue (TMS R11211-06-17)

N. Heyward Clarkson Jr.	Prior to 1962
John E. Edens	1962
Irvin Belton	1962-1996
Karen B. McAdoo	1996-2000
Moye Company, LLC	2000-2009
South Edisto Properties, LLC	2009 to Present

903, 911, and 919 South Edisto Avenue (TMS R11211-06-18, R11211-06-19, and R11211-06-20)

E.D. Sauls	Prior to 1963
Eugene G. Chase	Prior to 1963
Columbia Home Company	Prior to 1963
Bagnal Builders Supply Company, Inc.	1963-2009
South Edisto Properties, LLC	2009 to Present

B. Property and Surrounding Areas: South Edisto Properties, LLC owns the currently unoccupied property located at 901, 903, 911, and 919 South Edisto Avenue in Columbia, Richland County, South Carolina. The property is located southeast of downtown Columbia. The approximately 8.6-acre property is currently developed with two warehouse buildings, which are located in the southeast corner and south-central portion of the property. The property is accessed from South Edisto Avenue at the northern property boundary. The access road is surfaced with asphalt and leads to a paved roadway that extends along the northern perimeter of the property. The remainder of the property consists of gravel, slabs of broken concrete, and other construction debris. The northern and southern property boundaries are landscaped with grass and other vegetation and small sparsely vegetated patches are sporadically located on the property. An unused rail spur is located along the

southern edge of the property, beyond that, is a CSX rail yard. There are no on-property surface water bodies.

C. Investigations / Reports:

- 1). International Agricultural Corp. (IAC) operated at the property circa 1950, and while the nature of IAC's operations is not known, the Company may have used the property for fertilizer or phosphate-related operations. Bagnal Builders acquired the property in the early- to mid-1950s and operated at the property as a supplier of building materials (primarily lumber and sheetrock) until 1999. Based on a review of Sanborn maps, Bagnal Builders' operations included kilns, three planing mill sheds, an office building two lumber sheds, and 5 warehouses. During its period of occupancy at the property, Bagnal Builders also reportedly used the property for appliance repair, cabinet making, construction, and real estate. The main retail office building was constructed in 1958, several warehouses were constructed in 1960, two additional warehouses were constructed in 1971, and a second office building was constructed in 1980. With the exception of two warehouses, all buildings at the property were demolished in the late 2000s. Bagnal Builders leased the property to Builders First Source from 1999 to 2006 for sheetrock storage. The property was acquired by South Edisto Properties, LLC in 2009 and has remained vacant since that time.
- 2). A 6,000-gallon diesel UST and a 12,000-gallon gasoline UST that were installed at the property in the late-1970s were pumped to remove product, and closed-in-place in 1999. It is also suspected that a 500-gallon heating oil UST is/was present at the property. Further field investigation has determined that no additional USTs are located at the Site. A kerosene AST was also previously located at the property. The installation date for the AST is unknown; however, it was removed from the property circa 2006.

D. Applicant Identification: AA Properties & Associated Asphalt are Virginia LLCs. AA Properties & Associated Asphalt affirm that they have the financial resources to conduct the response actions pursuant to this Contract.

E. Proposed Redevelopment: Associated Asphalt Columbia, LLC will operate the facility. AA Properties-Edisto, LLC will acquire the property. This arrangement will save twenty eight jobs in an economically depressed county, create 4 to 5 new jobs, and is projected to result in an increase of \$5 Million to the tax base.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. AA Properties & Associated Asphalt certify that they and their members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. AA Properties & Associated Asphalt also certify that they and their members are eligible to be a Bona Fide Prospective Purchasers for the Property.

RESPONSE ACTION

4. AA Properties & Associated Asphalt agree to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by AA Properties & Associated Asphalt, or designee, within thirty (30) days after receipt of a written request from the Department. A Report of the assessment results shall be submitted by AA Properties & Associated Asphalt, or designee in accordance with the schedule provided in the initial Work Plan. AA Properties & Associated Asphalt acknowledge that the assessment may find distributions of Existing Contamination requiring additional assessment and/or control measures on the Property that cannot be anticipated with this Contract. AA Properties & Associated Asphalt agree to perform the additional assessment and/or control measures consistent with the intended uses of the Property under the purview of this Contract; however, AA Properties &

Associated Asphalt may seek an amendment of this Contract to clarify their further responsibilities. AA Properties & Associated Asphalt shall perform all actions required by this Contract, and any related actions of AA Properties & Associated Asphalt's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and control measures activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). AA Properties & Associated Asphalt shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or control measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.

- c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of AA Properties & Associated Asphalt's consulting firm(s), analytical laboratories, and AA Properties & Associated Asphalt's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). AA Properties & Associated Asphalt shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.

- 7). The Department will notify AA Properties & Associated Asphalt in writing of approvals or deficiencies in the Work Plan.
- 8). AA Properties & Associated Asphalt, or designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). AA Properties & Associated Asphalt shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). AA Properties & Associated Asphalt shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). AA Properties & Associated Asphalt shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. AA Properties & Associated Asphalt shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or control measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations,

documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). AA Properties & Associated Asphalt shall also characterize any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, control measures, or development activities in accordance with a Department approved plan.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, AA Properties & Associated Asphalt shall expeditiously stabilize or remove the Segregated Source from the Property
- 3). AA Properties & Associated Asphalt shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. AA Properties & Associated Asphalt shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). AA Properties & Associated Asphalt shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). AA Properties & Associated Asphalt shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to AA Properties & Associated Asphalt, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). AA Properties & Associated Asphalt shall collect and analyze soil samples in accordance with the approved work plan. AA Properties & Associated Asphalt shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample from each sampling location.
- 2). Unless otherwise specified in the approved work plan, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface samples from a probable impacted area shall be analyzed for the full EPA-TAL and EPA-TCL.
- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). AA Properties & Associated Asphalt shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from monitoring wells to be installed in accordance with the approved work plan.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, one down-gradient well pair shall have both samples analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). AA Properties & Associated Asphalt shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property.

The model will be constrained towards predicting commercial exposures consistent with the building construction on the Property.

- 2). This evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the building during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow AA Properties & Associated Asphalt to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). AA Properties & Associated Asphalt shall submit an addendum to the Work Plan detailing the steps for further study and/or control measures to be implemented if the predicted or measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). AA Properties & Associated Asphalt shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.

- a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). AA Properties & Associated Asphalt shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 1). AA Properties & Associated Asphalt shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
- c). Control measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - i. AA Properties & Associated Asphalt may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, AA Properties & Associated Asphalt shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
 - ii. Control measures may include encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The control measures shall be proposed in a Control Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
 - iii. Upon completion of any control measures, AA Properties & Associated Asphalt shall provide a Control Measures Report to document

satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

I. Monitor and/or abandon the monitoring wells:

- 1). AA Properties & Associated Asphalt shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). AA Properties & Associated Asphalt shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. AA Properties & Associated Asphalt shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). AA Properties & Associated Asphalt agree that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by AA Properties & Associated Asphalt.

PUBLIC PARTICIPATION

6. AA Properties & Associated Asphalt and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by AA Properties & Associated Asphalt.
- B. AA Properties & Associated Asphalt shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
- 1). The sign will state "Voluntary Cleanup Project by AA Properties & Associated Asphalt LLC under Voluntary Cleanup Contract 12-6101-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of AA Properties & Associated Asphalt. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
 - 3). AA Properties & Associated Asphalt shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
 - 4). AA Properties & Associated Asphalt agree to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
 - 5). AA Properties & Associated Asphalt shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
 - 6). The sign(s) may be removed to accommodate building or grading activities; however, AA Properties & Associated Asphalt shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. AA Properties & Associated Asphalt shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). Actions taken, if any, under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. AA Properties & Associated Asphalt shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. AA Properties & Associated Asphalt shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. AA Properties-Edisto, LLC or Beneficiaries upon acquisition of the Property shall enter and record a Declaration of Covenants and Restrictions (Declaration) for the Property to 1) restrict the use of the Property from residential, recreational, agricultural, child day

care, and adult day care use, and 2) to prohibit the installation of groundwater wells. Additional restrictions may be required of AA Properties & Associated Asphalt or its Beneficiaries based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to AA Properties-Edisto, LLC or beneficiaries. An authorized representative of AA Properties & Associated Asphalt or Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. AA Properties-Edisto, LLC or Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. AA Properties-Edisto, LLC or Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. The Declaration shall reserve a right of entry and inspection for AA Properties & Associated Asphalt or Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). AA Properties & Associated Asphalt or Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
 - 2). AA Properties & Associated Asphalt or Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

- E. The Declaration shall provide that the Department has an irrevocable right of access to the Property after AA Properties-Edisto, LLC acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- F. AA Properties & Associated Asphalt or Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.
- G. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at

such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to AA Properties & Associated Asphalt shall be submitted to AA Properties & Associated Asphalt's designated contact person who as of the effective date of this Contract shall be:

Steven M. Scro
Associated Asphalt, Inc.
P.O. Box 12626
Roanoke, VA 24027

FINANCIAL REIMBURSEMENT

11. AA Properties & Associated Asphalt or Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C.Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to AA Properties & Associated Asphalt on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Steven M. Scro
Associated Asphalt, Inc.
P.O. Box 12626
Roanoke, VA 24027

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. AA Properties & Associated Asphalt agree the Department has an irrevocable right of access to the Property for environmental response matters after AA Properties & Associated Asphalt begins operations obtaining control of the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to AA Properties & Associated Asphalt or Beneficiaries for the Property under this Contract as follows:

- A. AA Properties & Associated Asphalt or Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed, AA Properties & Associated Asphalt has taken title to the Property, and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was

removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that AA Properties & Associated Asphalt or Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete, AA Properties & Associated Asphalt has taken title to the Property, and any required Declaration are recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that AA Properties & Associated Asphalt or Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if the requirements of the Contract as stipulated in the Provisional Certificate of Completion are not satisfactorily completed.

ECONOMIC BENEFITS REPORTING

14. AA Properties & Associated Asphalt or Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the date of the Work Plan approval, and annually thereafter until two (2) years after redevelopment of the Property is complete. AA Properties & Associated Asphalt shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, AA Properties & Associated Asphalt, and Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
- A. AA Properties & Associated Asphalt or Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.

 - B. If the Certificate of Completion has not been issued, AA Properties & Associated Asphalt or Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
 - 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

 - C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, AA Properties & Associated Asphalt or Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. AA Properties & Associated Asphalt, Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide AA Properties & Associated Asphalt or Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
 - 1). Failure to complete the terms and conditions of this Contract;
 - 2). Change in AA Properties & Associated Asphalt's or Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
 - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
 - 4). Failure of AA Properties & Associated Asphalt or Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by AA Properties & Associated Asphalt or Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;

- 6). Failure by AA Properties & Associated Asphalt or Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by AA Properties & Associated Asphalt or Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of AA Properties & Associated Asphalt's or Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should AA Properties & Associated Asphalt or Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by AA Properties & Associated Asphalt or Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of AA Properties & Associated Asphalt or Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. AA Properties & Associated Asphalt and Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

- B. Effective on the date the Certificate of Completion is issued by the Department.
 - 1). The Department's covenant not to sue AA Properties & Associated Asphalt and Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by AA Properties & Associated Asphalt or Beneficiaries.
 - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by AA Properties & Associated Asphalt or Beneficiaries. The Department retains all rights under State and Federal laws to compel AA Properties & Associated Asphalt and Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by AA Properties & Associated Asphalt or Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

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, past or future, that the Department may have against any person, firm, or corporation other than AA Properties & Associated Asphalt and Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than AA Properties & Associated Asphalt and Beneficiaries, to perform or pay for 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.

RESERVATION OF RIGHTS BY AA PROPERTIES & ASSOCIATED ASPHALT

19. AA Properties & Associated Asphalt retain all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. AA Properties & Associated Asphalt and Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute to the Property. However, AA Properties & Associated Asphalt and Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. AA Properties & Associated Asphalt and Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by AA Properties & Associated Asphalt or Beneficiaries. AA Properties & Associated Asphalt and Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY AA PROPERTIES & ASSOCIATED ASPHALT AND BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, AA Properties & Associated Asphalt and Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

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

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

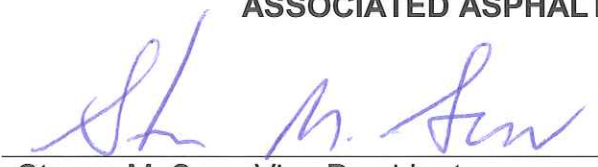
BY:  DATE: 10/2/12
Daphne G. Neel, Chief
Bureau of Land and Waste Management

 DATE: 9/24/12
Reviewed by Office of General Counsel

AA PROPERTIES-EDISTO, LLC

BY:  DATE: 5/31/12
Steven M. Scro, Vice President
Associated Asphalt, Inc.

ASSOCIATED ASPHALT COLUMBIA, LLC

BY:  DATE: 5/31/12
Steven M. Scro, Vice President
Associated Asphalt, Inc.

APPENDIX A

AA Properties & Associated Asphalt

Application for Non-Responsible Party Voluntary Cleanup Contract

May 25, 2012

MAY 30 2012



Non Responsible Party Application for Voluntary Cleanup Contract

SITE ASSESSMENT, REMEDIATION & REVITALIZATION

I. Applicant Information

- 1. Applicant is a: Single Entity Co-Entity (Each Co-Entity must complete items 1-8)
- 2. Applicant Type: Private Individual /Sole Proprietorship For-profit Business (Corp., Partnership, etc.) Tax-Exempt Trust/ Corporation/ Organization Government / Other Public Funded Entity
- 3. Applicant's Legal Name AA Properties-Edisto, LLC (the Prospective Purchaser)

4. Contract Signatures for this Applicant

a. Authorized Signatory

Steven M. Scro Vice President sscro@associatedasphalt.com

Name	Title	Email
P.O. Box 12626	540-853-4310	540-345-8867
Address	Phone1	Phone2
Roanoke	Virginia	24027
City	State	Zip

b. Other Signatories None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

2677 Roanoke Avenue, SW

Street address	Virginia	Suite Number
Roanoke		24015
City	State	Zip

6. Mailing address: Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) _____ Title _____

Street Number or PO Box	Phone1	Phone 2
City	State	Zip
		Email

7. Company Structure Information Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in Virginia (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>Associated Asphalt Partners, LLC (75% owner)</u>	_____
<u>Associated Asphalt, Inc. (Manager)</u>	_____
<u>John Willard Kirk, III (President)</u>	_____
<u>Steven M. Scro (Vice President)</u>	_____

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

Yes No

d. If yes, identify all affiliations: Road Holdings, LLC, a Delaware LLC (Applicant's ultimate parent is GSCP VI Fund Entities.)

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- 1. Is a current owner of the property
- 2. Is a Responsible Party for the site
- 3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- 4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: Single Entity Co-Entity (*Each Co-Entity must complete items 1-8*)
2. Applicant Type: Private Individual /Sole Proprietorship For-profit Business (Corp., Partnership, etc.) Tax-Exempt Trust/ Corporation/ Organization Government / Other Public Funded Entity
3. Applicant's Legal Name Associated Asphalt Columbia, LLC (the Prospective Tenant)

4. Contract Signatures for this Applicant

a. Authorized Signatory

Steven M. Scro	Vice President	sscro@associatedasphalt.com
Name	Title	Email
P.O. Box 12626	540-853-4310	540-345-8867
Address	Phone1	Phone2
Roanoke	Virginia	24027
City	State	Zip

b. Other Signatories None

Name	Title	Phone	Email	Signature Required On Contract?
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

2677 Roanoke Avenue, SW

Street address	Suite Number
Roanoke	Virginia 24015
City	State Zip

6. Mailing address: Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)	Title		
Street Number or PO Box	Phone1	Phone 2	
City	State	Zip	Email

7. Company Structure Information Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in Virginia (state)
- b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>Associated Asphalt Partners, LLC (75% owner)</u>	_____
<u>Associated Asphalt, Inc. (Manager)</u>	_____
<u>John Willard Kirk, III (President)</u>	_____
<u>Steven M. Scro (Vice President)</u>	_____

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
 Yes No
- d. If yes, identify all affiliations: Road Holdings, LLC, a Delaware LLC (Applicant's ultimate parent is GSCP VI Fund Entities.)

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories _____

15. Parcel Information *Complete the information below for each Parcel (attach additional sheets if needed)*

a. Tax Map Parcel# R11211-06-17
 b. Acreage 0.1
 c. Current Owner South Edisto Properties
 d. Owner Mailing Address 2700 William Tuller Dr.
Columbia, SC 29205
 e. Contact Person for Access Joe Reynolds
 f. Access Person's Phone # 803-799-5335
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____
 (approx date)
 In operation: nature of the
 business _____

a. Tax Map Parcel# R11211-06-18
 b. Acreage 0.1
 c. Current Owner South Edisto Properties
 d. Owner Mailing Address 2700 William Tuller Dr.
Columbia, SC 29205
 e. Contact Person for Access Joe Reynolds
 f. Access Person's Phone # 803-799-5335
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since 2006
 (approx date)
 In operation: nature of the
 business _____

a. Tax Map Parcel# R11211-06-19
 b. Acreage 0.3
 c. Current Owner South Edisto Properties
 d. Owner Mailing Address 2700 William Tuller Dr.
Columbia, SC 29205
 e. Contact Person for Access Joe Reynolds
 f. Access Person's Phone # 803-799-5335
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since 2006
 (approx date)
 In operation: nature of the
 business _____

a. Tax Map Parcel# R11211-06-20
 b. Acreage 8
 c. Current Owner South Edisto Properties
 d. Owner Mailing Address 2700 William Tuller Dr.
Columbia, SC 29205
 e. Contact Person for Access Joe Reynolds
 f. Access Person's Phone # 803-799-5335
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since 2006
 (approx date)
 In operation: nature of the
 business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____
 (approx date)
 In operation: nature of the
 business _____

a. Tax Map Parcel# _____
 b. Acreage _____
 c. Current Owner _____
 d. Owner Mailing Address _____
 e. Contact Person for Access _____
 f. Access Person's Phone # _____
 g. Is Parcel Currently Vacant? Yes No
 h. Buildings on the parcel? None
 (check all that apply) Demolished/Ruins
 Intact, To be demolished
 Intact, To be re-used
 i. Business/facility operations Never Operated on the parcel
 Not operating since _____
 (approx date)
 In operation: nature of the
 business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Associated Asphalt is an asphalt supplier headquartered in Roanoke, Virginia, and has been in business for over sixty (60) years. Associated Asphalt operates facilities throughout the Southeast, including an asphalt terminal in Inman, South Carolina. With the acquisition of the Seaco facility and the Parcels, Associated Asphalt will enter the asphalt emulsion market in South Carolina and thereafter expand those operations on the Parcels and the former Seaco property (collectively, the "Property"). Associated Asphalt plans to redevelop the Parcels as a railroad terminal.

Associated Asphalt's proposed expansion of the current operations of the Seaco facility and redevelopment of the Parcels as a railroad terminal will result in the retention of approximately twenty eight (28) existing employees and the addition of approximately four (4) to five (5) permanent positions.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? Yes No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? Yes Anticipated Number 4 to 5
 No

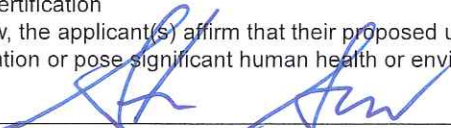
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 5,000,000

20. a. Will there be Intangible benefits from this redevelopment such as:
 LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
 Creation / Preservation of Green Space on the Property
 Deconstruction/ Recycling of demolition or building debris
 Other Provides for expansion of the current operations consistent with the industrial development in the surrounding area.

b. Please Describe:
See response to item 16 above.

21. Anticipated date of closing or acquiring title to the property 05 / 31 / 2012

22. Redevelopment Certification
By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
 None as of this application date

Company

Address City State Zip

Project Contact1 S.C PE/PG Reg. # Phone1 Phone 2 email

Project Contact 2 S.C PE/PG Reg. # Phone1 Phone 2 email

24. Legal Counsel (Optional)
 Gentry Locke Rakes & Moore, LLP
 Firm
 Charles L. Williams 540-983-9375 540-983-9300
 Attorney Phone1 Phone 2
 P.O. Box 40013 Roanoke Virginia 24022 williams@gentrylocke.com
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address Same as Contact person in #6 above Go to question #26

Financial Contact Title
 Company Phone
 Address
 City State Zip

26. **Financial Viability**

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

Waiver Requested (*Check Box If applicable*)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.



 Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)


27. The Legal Description of the Property is attached as a: Plat Map Metes and Bounds Text Both

28. The Phase I Environmental Site Assessment Report is attached as a:
 New report completed in the past six months by Environ International Corporation
 (Name of Environmental Firm)
 Older report updated in the past six months by _____
 (Name of Environmental Firm)

29. Environmental sampling data and other reports: (*check one*)
 The Applicant is not aware of any environmental testing on the property
 The Applicant believes the Department already has all environmental data in its files on: Bagnal UST Closure
 The Following reports are attached: _____ (Site Name)

Report Date	Report Name	Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)
 Enclosed with this Application as an Attachment
 Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.


 Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

PARCEL 1:

Legal Description: All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the southwestern corner of the intersection of Mitchell Street and South Edisto Avenue, in the County of Richland, State of South Carolina, near the City of Columbia being the Western portion of Lot #24 on a plat of "Sunnyside" made by Jas. C. Covington, C.E., dated March 14, 1945, recorded in the Register of Deeds Office for Richland County in Plat Book "J" at page 212.

Derivation: Title to Real Estate from The Moye Company, LLC to South Edisto Properties, LLC dated August 21, 2009, and recorded on September 4, 2009, in the Office of the Register of Deeds for Richland County, South Carolina in Book R 1553 at Page 3656.

Tax Map Number: R11211-06-17 (portion)

PARCEL 2:

Legal Description: All that certain piece, parcel or tract of land situate, lying and being on the Western side of South Edisto Avenue in the City of Columbia, Richland County, South Carolina, being shown and designated as 8.56 acres on a plat dated November 3, 2006 prepared by Baxter Land Surveying Co., Inc. for South Edisto Properties, LLC to be recorded in the Register of Deeds Office for Richland County. Said tract having the following measurements according to such plat: COMMENCING at the Northeasternmost corner of the subject property at a point adjacent to lands identified as being owned now or formerly by Standard Wholesale Lumber Merchandising, Inc., thence running along the rear boundaries of certain residential lots fronting on Mitchell Street S58°33'13"E for a distance of 623.65 feet to a 1" pipe; thence turning and running N32°22'34"E for a distance of 130.10 feet to a ½" rebar located on the western boundary of South Edisto Avenue; thence turning and running along the western boundary of South Edisto Avenue N32°22'24"W for a distance of 261.30 feet to a nail; thence turning and running N08°04'58"W for a distance of 92.40 feet to a ½" rebar; thence turning and running N58°13'37"W for a distance of 44.40 feet to a nail; thence turning and running along lands owned now or formerly of Randolph J. Grady, Inc. N06°20'53"E for a distance of 331.78 feet to a steel rail; thence turning and running along lands now or formerly of CSX Railroad N57°58'44"W for a distance of 1117.01 feet to a point; thence turning and running along lands owned now or formerly of Standard Wholesale Lumber Merchandising, Inc. N50°18'24"E for a distance of 36.02 feet to a ½" rebar; thence turning and running along lands owned now or formerly of Standard Wholesale Lumber Merchandising, Inc., N31°39'05"E for a distance of 311.89 feet to the POINT OF COMMENCEMENT; be all measurements a little more or less.

Derivation: Title to Real Estate from Bagnal Builders Supply Co, Inc. to South Edisto Properties, LLC dated July 17, 2009, and recorded on September 4, 2009, in the Office of the Register of Deeds for Richland County, South Carolina in Book R 1553 at Page 3674.

Tax Map Numbers: R11211-06-18, R11211-06-19, and R11211-06-20

APPLICATION INSTRUCTIONS

General instructions: The Application should be completed electronically. The application may be may saved with partial information, and reopened at a later time for completion.

The form is largely self-explanatory; however, the following information is further clarification for some questions. Additional assistance is available through the Voluntary Cleanup Program at the toll-free telephone number (866) 576-3432.

#1. Applicant Information: Check Sole Entity if the contract will be between DHEC and one party (usually an individual, most partnerships, businesses, government bodies, etc.).

Check Co-Entity if the contract will be between DHEC and multiple parties with no controlling interests over each other (Example: A Public-Private Partnership agreement between a local government and a business to redevelop a site). Each Co-Entity must submit its own copy of page 1 with the information specific to their business/corporate structure, etc.

#3. Applicant's Legal Name: Enter the full Legal Name of the party that will be entering the contract. If the party is incorporated as a business or non-profit organization, enter the name as recorded in the Articles of Incorporation/Organization. If the entity is a department or sub-division of a government body, include the name of the controlling government body. If the business will operate under a different name, enter that information in #7.d.

#4. Contract Signatures: The "Authorized Signatory" is a person who may legally bind the applicant in contractual matters. Identify any other persons that may sign contracts for the entity.

In some business structures (e.g., General Partnerships, Joint Ventures, etc.) multiple persons are required to sign contracts. If applicable, check the box by those names that must sign the contracts in addition to the Authorized Signatory. The Department will not take further steps to implement a contract until all Required Signatures are affixed.

#5. Physical Address for Applicant: The address must be the physical location of the applicant's business or headquarters. A post office box is not sufficient.

#8. Non-Responsible Party Certification: Each person identified as an Authorized Signatory and as a Required Signature, if any, should sign the application.

Co-Entities: Each Co-Entity should have the Authorized Signatory and all Required Signatures, if any, sign #8 only on the page specific to their organization.

#9. Property Location: If no address is assigned, identify the road on which the property is located, and the distance and direction from the nearest identifiable crossroads.

#10. Property Names: Enter the name that will be used in correspondence with the Department to refer to the Property, and any other names that may be commonly known to the local community because of past operations on the property.

#13. Current Zoning: Describe the zoning in terms such as "high-density residential", "retail", "commercial", and "light industrial" since there is no uniform numerical classification across the state.

#15. Parcel Information: Include all information for each parcel that will be acquired. Repeat information may be omitted (i.e., the same person currently owns multiple parcels).

If there are more than six parcels, the application may be saved electronically with different file names for as many times as needed for the number of parcels. Attach printouts of the pages with the additional parcels to the final application.

#26. Financial Viability: The Department will charge for oversight costs including time to review file materials and prepare a contract. The applicant is obligated to pay the accrued costs if a contract is successfully negotiated (i.e. signed by the applicant and the Department).

The Department may allow Local Governments and qualified Non Profit Organizations to waive payment of some oversight costs. The Department's decision to waive payment will be determined on a case-specific basis, and may be rescinded after due notice to the parties as specified in the contract.

#27. Property Legal Description: A legal description or surveyed Plat map must be included with the application. The Plat Map may be a copy of a survey filed with the county or un-filed copy completed by a SC- licensed Surveyor.

#28 Phase I Environmental Site Assessment Report: The Phase I Report should be consistent with the US EPA's "All Appropriate Inquiries Rule". The Phase I must be completed within the 6 months prior to the application. Environmental consultants may update older reports as long as the update is less than 6 months old.

Phase I reports paid for by other parties can be submitted, but may be subject to intellectual property claims. Applicants may need permission from the environmental consultants that originated the report before submitting it to the Department.

The US EPA may require another update from Local Governments and Non-Profit Organizations as a condition of receiving Brownfields grant money.

#30 Mailing Addresses of Potentially Responsible Parties: All former owners, operators and other PRPs (Potentially Responsible Parties) should be identified if their affiliation with the Property occurred anytime after the probable contamination.

The last known mailing address of the PRPs or of their registered agent(s) should be provided to the Department; however, the application may be filed before this information is compiled. The Department will not place a contract on Public Notice or execute it until sufficient information is provided to allow the Department to notify the PRPs of the contract.

Filing Mechanics

The form should be printed out after completion and signed by all persons identified as the "Authorized Signatory" or as "Signature Required". The form should have original signatures for Question #8 on page 1, Question #22 on page 4, and Questions #26 and #31 on page 5.

Co-Entity Applicants should sign Question #8 only on page 1 specific to their organization and on other pages as indicated above.

The completed form and all supporting documentation should be submitted to:

Robert F. Hodges, Jr., PG

Brownfields Voluntary Cleanup Program

Mailing Address:

Bureau of Land and Waste Management, SCDHEC

2600 Bull Street

Columbia SC 29201

Physical Address (For Hand-Delivery during normal office hours 8:30 AM to 5:00 PM):

8911 Farrow Road (Stern Building)

Columbia SC 23203

There is no application fee.