

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

SIGNATURE David Welkie

**VOLUNTARY CLEANUP CONTRACT
13-5996-RP**

**IN THE MATTER OF
WIX DILLON SITE, DILLON COUNTY
and
WIX FILTRATION CORP LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Wix Filtration Corp LLC, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. §§ 44-56-10 to 850, as amended, with respect to the facility known as the WIX Dillon Site ("Site"). The property is located at 1422 Wix Road, Dillon, South Carolina ("Property"). The Property includes approximately 81 acres and is bounded generally by Wix Road on the south; Scotland Road on the north; CSX Railroad on the west; and mixed agricultural and residential properties beyond which is South Carolina Route 9/57 on the east. The Property is identified by County of Dillon as Tax Map Serial Numbers 040-00-00-050, 040-00-00-106, and 040-00-00-021. The legal description of the Property is hereby incorporated into this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them in CERCLA, the HWMA, and in regulations promulgated under the foregoing statutes, or the Brownfields/Voluntary Cleanup Program.

- A. "Contamination" shall mean impact by a Contaminant, Pollutant or Hazardous Substance.
- B. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- C. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of

- South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- D. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601(14).
- E. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "Contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (i) through (vi) of Paragraph (D) of CERCLA § 101, 42 U.S.C. §§ 9601, et seq. (as amended), and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- F. "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 Wix.
- G. "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.
- H. "The Site" shall mean the Property and all areas where a Contaminant has been released, deposited, stored, disposed of, placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- I. "Voluntary Cleanup" shall mean a response action taken under and in

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compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (as amended).

- J. "Wix" shall mean Wix Filtration Corp LLC, which is authorized to do business in South Carolina, with its principal place of business located at 1422 Wix Road, Dillon, SC, while its corporate principal place of business is 1 Wix Way, Gastonia, North Carolina, 28054.
- K. "Work Plan" shall mean the plan for additional response actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

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

- A. Wix Corporation, a legal entity not related to Wix Filtration Corp LLC, constructed the facility in 1973 for the manufacture of car and truck engine filters. Dana Corporation became the parent company of Wix Corporation when it purchased the Wix Corporation stock in 1979.
- B. Affinia Group, Inc. purchased certain assets of Dana Corporation, including the Wix Dillon facility, in 2004. Affinia Group, Inc. is the parent of its wholly-owned subsidiary Wix Filtration Corp LLC. Wix wholly owns and operates the facility.
- C. In 2005, a Wix contractor discovered evidence of soil and groundwater Contamination while undertaking routine utility trench excavation at the Property. Wix immediately reported the issue to the Department, and began activities to identify the nature and extent of Contamination.
- D. Soon thereafter, with Department oversight, Wix began the remediation work to address the Contamination. In 2009, Wix's consultant, Environmental Resource Management ("ERM") installed the Soil Vapor Extraction/Air Sparge "SVE/AS" soil and groundwater remediation system, which continues to operate at the Property. Also,

- ERM had installed Monitoring Wells 1 through 9 by 2009.
- E. In 2011, ERM installed Monitoring Wells 10 through 13. In 2012, ERM installed Monitoring Wells 14 and 15.
 - F. Wix has submitted numerous documents and reports to the Department, which are listed in Appendix B.
 - G. On August 22, 2012, the Department invited Wix to enter the DHEC's Voluntary Cleanup Program ("VCP") in order to reach a CERCLA-quality cleanup at the Site. On September 12, 2012, Wix informed the Department of Wix's willingness to enter the VCP.
 - H. Wix agrees to provide the necessary information and/or additional investigation if so requested by DHEC in order to achieve regulatory compliance at the Site.

RESPONSE ACTIONS

3. Wix agrees to submit to the Department for review and written approval within forty-five (45) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented after written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Wix's contact person for matters relating to this Contract. Wix will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Wix in writing of any deficiencies in the Work Plan, and Wix will respond in writing within thirty (30) days to the Department's comments. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct a Remedial Investigation (RI) to determine the source, nature, and extent of Contamination at the Site
- B. Submit to the Department an RI Report (to include a Baseline Risk

Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved RI Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Wix, and Wix shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Wix a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Wix shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Focused Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

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

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

6. Within sixty (60) days after the execution date of this Contract and once a quarter thereafter, Wix shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period;

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participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

COSTS OF RESPONSE

9. Wix shall, within thirty (30) days of the execution date of this Contract, pay to the Department by certified or cashier's check the sum of three thousand nine hundred twenty dollars and ninety-eight cents (\$3,920.98) to reimburse estimated past costs of response incurred by the Department through March 30, 2013 ("Past Costs") relating to the Site. Wix's payment for Past Costs should be submitted to:

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

In accordance with S.C. Code Ann. §§ 44-56-200, as amended, and 44-56-740(B), as amended, Wix shall, shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract occurring after March 30, 2013. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Wix: Kenny McCutcheon
 Wix Filtration Corp LLC
 1422 Wix Road
 Dillon, SC, 29536-7939
 Ken.McCutcheon@affiniagroup.com

All of Wix's payments should reference the Contract number on page 1 of this

Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

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

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). All of the Department's costs associated with access and said response actions will be reimbursed by Wix. Wix 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 Wix is unable to obtain access from the Property owner, the Department may obtain access and perform response activities.

RESTRICTIVE COVENANT

11. If Hazardous Substances in excess of residential standards exist at the Property after Wix has completed the actions required under this Contract, Wix shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Wix and witnessed, signed, and sealed by a notary public. Wix shall file this restrictive covenant with the Register of Mesne Conveyance or Deeds in the county in which the Property is located. In the event a Restrictive Covenant is necessary, the signed covenant shall be incorporated into this Contract as an Appendix. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are

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carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. Wix or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, Wix, its signatories, parents, subsidiaries, successors and assigns, shall be deemed to have resolved its liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2) and § 9613(f)((3)(B), S.C. Code Ann. § 44-56-200, for the response actions specifically covered in the Contract including the approved Work Plan(s) and reports. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the South Carolina State Register.

13. Subject to Paragraph 16, nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a party other than the following: Wix, its signatories, parent holding companies, parent operating companies, successors, assigns, and subsidiaries.

14. Subject to Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future response actions at the Site or to seek to compel a party other than Wix, its signatories, parent holding companies, parent operating companies, successors, assigns, and subsidiaries to perform or pay for costs of response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

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

16. Upon successful completion of the terms of this Contract and the approved Work Plan as referenced in Paragraph 3 above, Wix shall submit to the Department a written notice of completion.

Once the Department determines that Wix has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), shall give Wix a Certificate of Completion that provides a Covenant not to Sue to Wix, its signatories, parent holding companies, parent operating companies, successors, assigns, and subsidiaries for any and all work done in completing the response actions. The Covenant not to Sue and administrative settlement for contribution protection are contingent upon the Department's determination that Wix successfully and completely complied with the Contract.

In consideration of the Department's Covenant not to Sue, Wix, its signatories, parent holding companies, parent operating companies, successors, assigns, and subsidiaries agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. Wix and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty-(30)-day advance written notice of the election to terminate this Contract to the other party. Should Wix or subsequent owners of the Site elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site

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does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

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

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

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

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

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THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

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

DATE: 9/5/13

 Claire A. Prince
Reviewed by Office of General Counsel

DATE: 8/29/13

WIX FILTRATION CORP LLC

 Ed LaCross
Signature

DATE: 6/26/13

 Ed LaCross V.P., T.A.R
Printed Name and Title

THIS IS CERTIFIED AS A TRUE
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APPENDIX A

Legal Description of the Property

County of Dillon

Tax Map Serial Numbers 040-00-00-050, 040-00-00-106, and 040-00-00-021

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APPENDIX A - PAGE 1 OF 2

LEGAL DESCRIPTION:

All that certain piece, parcel or tract of land situate, lying and being in the County of Dillon, State of South Carolina, containing 59.9 acres and being shown and designed as the Julia W. McLaurin tract on map of property in Dillon County, S.C., surveyed for Dillon County Development Board, dated May 14, 1973, made by M.C. Moody, R.L.S., and recorded in the office of the Clerk of Court for Dillon County in plat book 12 at page 149. Being the same property conveyed to Wix Corporation by deed recorded in Book 133 Page 323, Dillon County records.

ALSO:

All that certain piece, parcel or tract of land situate, lying and being in the County of Dillon, State of South Carolina, fronting and measuring 532 feet on the southwestern edge of S.C. Highway #9, containing 21.2 acres and being shown and designated as the Ravenel Scott tract on map of property in Dillon County, S.C., surveyed for Dillon County Development Board, dated May 14, 1973, made by M.C. Moody, R.L.S., recorded in office of the Clerk of Court for Dillon County in plat book 12 at page 149. Being the same property conveyed to Wix Corporation by deed recorded in Book 133 Page 320, Dillon County records.

LESS AND EXCEPTING:

All that certain piece, parcel or lot of land situate, lying and being in the County of Dillon, State of South Carolina, fronting and measuring 50 feet on the northern edge of State Road S17-195 and extending back therefrom at the same width 50 feet and being bounded on the North, East and West by other lands of the grantor, and South by State Road S17-195 and being more particularly described as follows: beginning at a point on the northern edge of State Road S17-195, 524 feet from the center line of the right-of-way of Seaboard Coastline Railroad where said right-of-way and State Road S17-195 intersect; thence 50 feet along said edge of State Road S17-195; thence at right angles in a northerly direction 50 feet; thence in a westerly direction 50 feet; thence a southerly direction 50 feet to the beginning point.

ALSO LESS AND EXCEPTING:

Lying and being in School District No. 2, Dillon County, South Carolina:

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APPENDIX A - PAGE 2 OF 2

Exhibit A—Cont'd

BEGINNING at a concrete monument located in the southeastern right of way of SC-17-683, the location of said concrete monument having South Carolina Coordinates N=956.559.77 and E=2.487.457.92; and runs thence along and with a southwestern property line of property, now or formerly, Wix Corporation, South 24 degrees 48 minutes 05 seconds East 408.00 feet to a concrete monument marking a southwestern corner of property, now or formerly, Wix Corporation in the northwestern property line of Doris H. McDonald; thence along and with the northwestern property line of Doris H. McDonald and Ruth McKenzie South 65 degrees 06 minutes 49 seconds West 335.69 feet to an iron pipe marking a southeastern corner of property, now or formerly, Wix Corporation; thence along and with a northeastern property line of property, now or formerly, Wix Corporation, North 40 degrees 44 minutes 21 seconds West 371.78 feet to a point; thence along and with a northeastern property line of property, now or formerly, Wix Corporation North 58 degrees 11 minutes and 28 seconds West 64.49 feet to a point located at a northeastern corner of property, now or formerly, Wix Corporation in the right of way of SC-17-683; thence along and with said right of way North 60 degrees 48 minutes 43 seconds East 474.66 feet to a point located at a northeastern property line of property, now or formerly, Wix Corporation; and thence South 24 degrees 48 minutes 05 seconds East 39.15 feet to the point of BEGINNING, containing 3.94 acres, more or less, as shown and described on Carolina Power & Light Company Drawing No. LA-9017, dated April 1, 1995, and being a portion of the land described in a deed from Ravenel Scott to Wix Corporation, dated May 23, 1973, and recorded in Book 133, page 320, in the Office of the Clerk of Court for Dillon County, South Carolina.

Derivation: This being the same property conveyed to the grantor by deed of Julia W. McLaughlin recorded May 23, 1973 in the office of the Register of Deeds for Dillon County in Record Book 133 at page 323.

This also being the same property conveyed to the grantor by Ravenel Scott recorded May 23, 1973 in the aforesaid office in Record Book 133, page 320.

Merger docs: Book 3, page 237 and
Book 4, page 108

Tms #'s: 040-00-00-050
040-00-00-106
040-00-00-021

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APPENDIX B

List of Investigations and Reports Submitted to SCDHEC

December 9, 2005 Wix letter to the Department.
ERM's March, 2006 Quality Assurance Project Plan
ERM's February, 2007 Data Report of Phase II Environmental Assessment.
ERM's January, 2008 Remedial Options Assessment.
ERM's September, 2008 Remediation System Design.
ERM's May, 2010 Semi-annual Ground Water Monitoring Data Report.
ERM's September, 2010 Additional Assessment Workplan.
ERM's October, 2010 Semi-annual Groundwater Monitoring Data Report.
ERM's March, 2011 Semi-annual Groundwater Monitoring Data Report.
ERM's October, 2011 Semi-annual Groundwater Monitoring Data Report
ERM's October, 2011 Additional Assessment Workplan.
ERM's March, 2012 Semi-annual Groundwater Monitoring Data Report
ERM's September, 2012 Semi-annual Groundwater Monitoring Data Report.
WSP Environment and Energy's August, 2012 Phase I Environmental Site Assessment.