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AND CORRECT COPY

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David Walker

**VOLUNTARY CLEANUP CONTRACT
16-5889-RP**

**IN THE MATTER OF
GETINGE/CASTLE/MAQUET SITE, CHARLESTON COUNTY
and
GETINGE USA, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Getinge USA, Inc., pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the Getinge Site ("Site"). The Getinge/Castle/Maquet facility is located at 7371-B East Spartan Boulevard, North Charleston, South Carolina ("Property"). The Property includes approximately 2.71 acres and is bounded generally by East Spartan Boulevard on the northeast; industrial property along East Spartan Boulevard on the northwest; industrial property along West Spartan Boulevard on the southwest; and industrial property along a power line right-of-way and S. Aviation Avenue on the southeast. The Property is identified by the County of Charleston as Tax Map Serial Number 3951600012; and a legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

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

- A. "Getinge" shall mean Getinge USA, Inc. Getinge USA, Inc. is a foreign corporation authorized to do business in South Carolina with its principal place of business located at 45 Barbour Pond Drive, Wayne, New Jersey.
- B. "Contract" shall mean this Responsible Party Voluntary Cleanup

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Contract.

- C. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- D. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- E. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA, Section 101, 42 U.S.C. Section 9601(14).
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Getinge.
- H. "Response Action" shall mean any assessment, cleanup, inspection,

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or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.

- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

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

A. Contamination was discovered at the site in early 1996 when it was owned by Coward-Hund/Ashley Industrial Developers and occupied by MDT Diagnostics. The property is made up of a 48,500 square foot building in addition to 23,000 square feet of paved parking to the northwest and northeast of the building. An unlined outdoor chemical storage area was located on the southeast corner of the building. Three shallow groundwater samples were collected from around the outdoor storage area by MDT's consultants and analyzed for Volatile Organic Compounds (VOCs) and Total Petroleum Hydrocarbons. VOCs were detected above the Maximum Contaminant Levels (MCLs).

B. Additional assessment was conducted which indicated a very

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shallow water table and a complicated groundwater flow direction due to the very small hydraulic gradient at the Site. VOCs, namely 1,1 Dichloroethane (DCA), 1,1 Dichloroethylene (DCE), cis-1,2 Dichloroethylene (DCE), Perchloroethylene (PCE) and Trichloroethylene (TCE) were detected at levels exceeding their MCLs.

- C. Getinge/Castle Inc. began operations at the Site in late 1996/early 1997 and assembled operating tables, lights and other miscellaneous medical equipment.
- D. Getinge continued assessment monitoring, including the installation of 12 shallow monitoring wells on the Site and on the adjacent downgradient property to the southeast. On February 28, 2002, Getinge submitted a Corrective Action Plan for the injection of Hydrogen Release Compound (HRC) to enhance bioremediation of the chlorinated VOC groundwater plume.
- E. An additional offsite monitoring well (MW-13) was installed in May 2003 and the Corrective Action Plan, consisting of 60 HRC injection points in the vicinity of the most impacted onsite wells, was implemented in 2003. Quarterly monitoring was conducted in 2004 and 2005. A semi-annual monitoring schedule was approved in 2006 with analytical results indicating degradation of the PCE in the groundwater.
- F. An additional injection event, consisting of injection of Extended Release HRC (HRC-X) at eight injection points in the area of onsite wells MW-2 and MW-4, was completed in September 2007. Semi-annual monitoring continued and MW-2 (which was dry) was replaced with monitoring well MW-2R in November of 2008.
- G. An injection of Oxygen Release Compound-Advanced (ORC-A) to enhance degradation of remaining low level concentrations of the PCE daughter products, 1,1 DCE and vinyl chloride was performed in October of 2012 at a total of 22 injection points near onsite

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monitoring wells MW-4 and MW-8 and offsite monitoring well MW-13.

- H. By letter dated May 20, 2015, the Department approved a change from semi-annual to annual monitoring for the Site.

RESPONSE ACTIONS

3. Within thirty (30) days of the execution date of this Contract, Getinge agrees to submit to the Department for review and written approval a Long-Term Groundwater Monitoring Plan (Monitoring Plan) for the Site that is consistent with the technical intent of the National Contingency Plan. The Monitoring Plan will provide for annual sampling of a limited number of the existing monitoring wells. The Monitoring Plan will further provide that, subject to the Department's approval, the frequency and locations may be increased or decreased based on trends in sampling results. The Monitoring Plan shall be implemented upon written approval from the Department. The Monitoring Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Getinge's contact person for matters relating to this Contract. Getinge will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Monitoring Plan and will notify Getinge in writing of any deficiencies in the Monitoring Plan, and Getinge will respond in writing to the Department's comments within thirty (30) days. The Monitoring 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. Upon approval of the Monitoring Plan, Getinge will conduct groundwater monitoring in accordance with the Monitoring Plan and provide groundwater monitoring reports to the Department in accordance with the schedule set forth in the Monitoring Plan.
- B. If data indicate the potential presence of a new source of Contamination or further migration of Contamination, the Department



may require Getinge to conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.

4. Getinge shall prepare and submit a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan may be included in the Monitoring Plan or under separate cover and 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 Getinge.

5. Getinge 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 Getinge pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and annually thereafter, Getinge shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them. This progress report may be included in the groundwater monitoring reports submitted pursuant to Paragraph 3.A.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) or nationally recognized overnight delivery service company, or (D) by hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work



plans, and reports should be submitted to:

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

Getinge: Getinge Group
Legal Department
45 Barbour Pond Drive
Wayne, NJ 07470

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

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Getinge will reimburse the Department's cost associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. Getinge 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 six hundred seventy dollars and twenty-seven cents (\$3,670.27) to reimburse estimated past response cost incurred by the Department through April 1, 2016 ("Past Costs") relating to the Site. Getinge's payment for Past Costs should be submitted to:

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

In accordance with §§ 44-56-200 and 44-56-740, Getinge shall, on a quarterly

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basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Getinge: Getinge Group
 Legal Department
 45 Barbour Pond Drive
 Wayne, NJ 07470

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

The South Carolina Department of Health & Environmental Control

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

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Getinge will advise the current Property owner that a copy of this Contract is to be provided to any lessee or successor or other transferee of the Property unless the right of access provided herein is included in the terms of a lease or in a deed or restrictive covenant on the Property. If Getinge is unable to obtain access from the Property owner, the Department may obtain access and perform Response



Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Getinge.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Getinge has completed the Response Actions required under this Contract, a covenant placing necessary and appropriate restrictions on use of the Property shall be executed and recorded. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of Getinge and the current owner of the Property and witnessed, signed, and sealed by a notary public. Getinge or the current owner of the Property shall file this restrictive covenant with the Register of Deeds or Mesne Conveyances in Charleston County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Getinge and the current owner of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Getinge or the current owner 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, Getinge, its signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be

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taken at or in connection with this Site under this Contract and any subsequent amendments to the Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to the Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, Getinge may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of the Contract, and shall commence upon publication of the notice of the proposed Contract in the *South Carolina State Register*.

13. 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 not a signatory of this Contract or a signatory's parent, successor, assign, or subsidiary.

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 parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

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 Getinge for any matters not expressly included in this Contract.

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

Once the Department determines that Getinge has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-



740(A)(5) and (B)(1), will give Getinge a Certificate of Completion that provides a covenant not to sue to Getinge, its signatories, parents, successors, and subsidiaries, for the work done in completing the Response Actions specifically covered in the Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Getinge successfully and completely complied with the Contract.

In consideration of the Department's covenant not to sue, Getinge its signatories, parents, 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. Getinge 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 Getinge elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

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

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- caused by Getinge its parents, successors, assigns, and subsidiaries;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
 - F. Change in Getinge's or its parents, successors, assigns, and subsidiaries business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract; or
 - G. Failure by Getinge to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

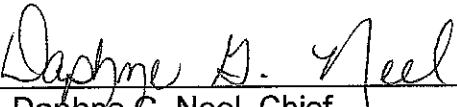
19. Upon termination of the Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of the Contract by Getinge or the Department does not end the obligations to reimburse Oversight Costs already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

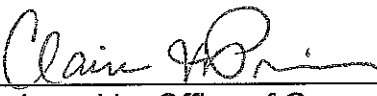
20. The signatories below hereby represent that they are authorized to and enter into this Contract on behalf of their respective parties.

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AND CORRECT COPY

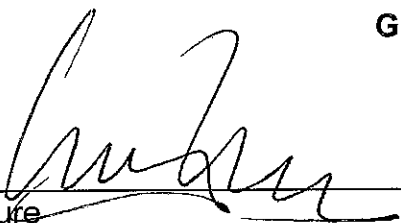
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**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:  DATE: 12/5/16
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

 DATE: 12/1/16
Reviewed by Office of General Counsel

GETINGE USA, INC.

 DATE: September 8, 2016
Signature

Maximo Nougues, CFO

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APPENDIX A

Legal Description of the Property

County of Charleston

Tax Map Serial Number 395-16-00-012

All that certain piece, parcel, lot or tract of land, together with the improvements thereon situate, in the City of North Charleston, County of Charleston and in the State of South Carolina, said lot designated as "Tract 'C-8' 2.71 AC." on the plat entitled "Plat Showing Property of C. Ronald Coward, Robert B. Russell, Rufus C. Barkley Jr. & David Maybank Jr.," prepared by Partner Davis & Floy Engrs., Inc., dated February 1973 and recorded in the Office of the Register of Deeds for Charleston County at Plat Book AB, Page 141 and attached hereto.

