

**VOLUNTARY CLEANUP CONTRACT
23-5991-RP**

**IN THE MATTER OF
GREENFIELD INDUSTRIES SITE, OCONEE COUNTY
and
GREENFIELD INDUSTRIES, INC.**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Greenfield Industries, 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 Greenfield Industries Site ("Site"). The Greenfield Industries, Inc. property is located at 2501 Davis Creek Road, Seneca, South Carolina ("Property"). The Property includes approximately 28.46 acres and is bounded generally by undeveloped land to the north, Davis Creek Road to the south, Greenfield Lane to the east, and undeveloped land to the west. The Property is identified by the County of Oconee as Tax Map Serial Number 226-00-04-006. A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

- A. "Greenfield" shall mean Greenfield Industries, Inc. Greenfield is a South Carolina corporation with its principal place of business located at 2501 Davis Creek Road, Seneca, South Carolina.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.

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

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

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:
 - A. Greenfield Industries, Inc. operates a drill bit and tooling manufacturing facility. The Site was developed and began manufacturing activities in 1961 under different ownership and has had multiple ownership changes prior to Greenfield Industries operations, which began in mid-2009.
 - B. The Site was originally developed by United-Greenfield in 1961 to manufacture various metal tooling components and has been continuously operated since under a series of different owners.
 - C. The Site is currently in industrial use and will remain industrial into the future.

RESPONSE ACTIONS

3. Greenfield agrees to implement a Preliminary Site Investigation within thirty (30) days of the execution date of this Contract. The Preliminary Site Investigation will include the following activities, as field conditions allow:
 - Install and sample up to two (2) groundwater monitoring wells in the vicinity

- (assumed downgradient) of the debris disposal area;
- Install and sample up to two (2) groundwater monitoring wells outside the southern portion of the manufacturing building (one to the east and one to the west);
 - Collect one groundwater sample from the existing groundwater monitoring well (KM-1); and
 - Collect up to six (6) sub-slab vapor samples in the southern portion of the manufacturing building.

Samples collected during the Preliminary Site Investigation will be analyzed for metals, volatile organic compounds (VOCs), and semi-volatile organic compounds (SVOCs) consistent with US EPA Target Compound List / Target Analyte List parameters. Up to two (2) composite soil samples will be collected from each monitoring well installation. Groundwater wells will be installed in accordance with applicable SCDHEC Well Standards (Regulation 61-71) and SCDHEC Form 3736.

Greenfield agrees to submit the results of the Preliminary Site Investigation to the Department within thirty (30) days of receipt from the laboratory. Greenfield will evaluate the results and submit a Work Plan that summarizes Preliminary Site Investigation findings and conclusions, and proposes potential next steps based on the investigation results. Greenfield agrees to submit the Work Plan to the Department for review and written approval within sixty (60) days of receipt of the Preliminary Site Investigation sample results. The Work Plan will be consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon 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 Greenfield's contact person for matters relating to this Contract. Greenfield will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Greenfield in writing of any deficiencies in the Work Plan, and Greenfield will respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or

Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct 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 Greenfield, and Greenfield 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 Greenfield a letter indicating that revision of the report is necessary. Within thirty (30) days of receipt of such letter from the Department, Greenfield shall submit a revised report addressing the Department's comments.
 - C. If determined necessary by the Department, conduct a Feasibility Study to evaluate remedial alternatives for addressing Contamination at the Site.
4. Greenfield 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 Greenfield.

5. Greenfield 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 Greenfield pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Greenfield 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.

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

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

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

Greenfield Industries, Inc.: Ty Taylor, President
Greenfield Industries, Inc.

2501 Davis Creek Road
Seneca, South Carolina 29678

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

PUBLIC PARTICIPATION

8. Upon execution of this Contract by Greenfield, 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. Greenfield will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. In accordance with S.C. Code Ann. §§ 44-56-200 and 44-56-740, Greenfield shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within thirty (30) days of the 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:

Greenfield Industries, Inc.: Anthony Tosti, CFO
Anthony.tosti@gfii.com
2501 Davis Creek Road
Seneca, South Carolina 29678

All of Greenfield'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). Greenfield 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 Greenfield is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All the Department's costs associated with access and said Response Actions will be reimbursed by Greenfield.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Greenfield 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 Greenfield and, if the Property has been sold, the current owner of the Property and witnessed, signed, and sealed by a notary public. Greenfield or the current owner of the Property shall file this restrictive covenant with the Register of Deeds in Oconee County. The signed covenant shall be incorporated into this Contract as 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 Greenfield or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Greenfield 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. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor, or assign.

13. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to limit the right of 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.

14. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Greenfield for any matters not expressly addressed by and settled through this Contract.

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

Once the Department determines that Greenfield 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 Greenfield a Certificate of Completion that provides a covenant not to sue to Greenfield, its signatories, parents, subsidiaries, successors, and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's determination that Greenfield successfully and completely complied with this Contract.

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

16. Greenfield 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 Greenfield 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.

17. 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 Oversight Costs as defined in Paragraph 9 above;

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

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

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

SIGNATURE E. Vincent

THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BY: [Signature]

DATE: 1-4-2024

Henry J. Porter, Chief
Bureau of Land and Waste Management
S.C. Department of Health & Environmental Control

[Signature]
Reviewed by Office of General Counsel

DATE: 1/4/24

GREENFIELD INDUSTRIES, INC.

[Signature]
Signature

DATE: 12/18/2023

Lixue Sun vice president strategy & compliance
Printed Name and Title

C. Vincent

APPENDIX A

Legal Description of the Property

County of Oconee

Tax Map Serial Number 226-00-04-006

The easternmost parcel ("Lot 2") shown on the plat recorded with Oconee County at Plat Book B913, Page 9 filed December 7, 2023, as follows:

Beginning at a 5/8" rebar set on the shared property line with John H Royal, Jr.; Thence S 23°03'34" W a distance of 157.65' to a 1/2" rebar found; Thence S 02°26'45" E a total distance of 260.39' to a PK nail found; passing through an open top pipe found at 99.75' on the western R/W of Davis Creek Road and then passing through a PK nail found at 231.31' on the eastern R/W of Davis Creek Road; Thence S 38°45'44" W a distance of 244.43' to a PK nail found on the centerline of Davis Creek Road; Thence continuing along said centerline S 32°37'15" W a distance of 248.61' to a PK nail set; Thence leaving said centerline and continuing S 25°27'38" W a distance of 240.15' to a 1/2" rebar found disturbed; Thence crossing Davis Creek Road and continuing N 86°34'47" W a distance of 139.37' to a 5/8" rebar set on the western R/W of Davis Creek Road; Thence following said R/W with a curve turning to the left with an arc length of 113.14', with a radius of 1112.92', with a chord bearing of N 48°23'55" E, with a chord length of 113.09', to a 5/8" rebar set; Thence leaving said R/W and continuing along the shared property line with TDC Clemson Land Company TMS# 226-00-04-020 N 86°34'47" W a distance of 376.67' to a 5/8" rebar set; Thence continuing along said shared property line N 63°19'51" W a distance of 599.56' to a 5/8" rebar set; Thence N 26°39'13" E a distance of 910.52' to a 5/8" rebar set; Thence N 43°34'37" W a distance of 224.93' to a 5/8" rebar set; Thence N 35°14'27" E a distance of 226.10' to a 5/8" rebar found disturbed; Thence continuing along the shared property line with TDC Greenfield Properties S 63°19'02" E a distance of 1145.36' to a 5/8" rebar set on the shared property line with John H Royal Jr.; which is the point of beginning, having an area of 1,274,270.36 square feet, 29.253 acres; Less and except a square parcel owned by Duke Power Company having an area of 2500 square feet, 0.06 acres; Therefore having an actual area of 1,271,770.4 square feet, 29.193 acres.